



TERMS OF SERVICE

Last Updated/Effective Date: June 2020

1. Information About Us & Acceptance of Terms

- 1.1. Simply Giving Pte. Ltd. is a private limited company registered in Singapore and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors (“**SimplyGiving**” or the “**Company**” or “**We/Our/Us**”) provides its services in respect of offering web-hosting to facilitate online donations and social lending by Beneficiaries and fundraising activities by their supporters, which enables Users to create and/or promote Campaigns on behalf of Beneficiaries and/or allow Users to Donate and Loan to Campaigns of their choice (“**Purpose**”), subject to the following Terms of Service (the “**Terms**”) stated herein.
- 1.2. In view of the above Purpose, SimplyGiving does not in any way represent any Beneficiaries, solicit charitable contributions, conduct any promotional ventures and fundraising appeal on behalf of Beneficiaries, and/or provide collector or commercial fund-raiser services to Beneficiaries on our platform. Further, SimplyGiving itself does **NOT** in any way conduct any deposit taking activity and/or provide moneylending services. Our Services also does **NOT** permit any form of moneylending services where the Lender gives a sum of money to Borrower in consideration of a larger sum being paid back to Lender.
- 1.3. Please read the Terms set forth below, as they apply to your access and use of our Services, and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as the “**Content**”). Your access to and use of the Services signifies your acceptance of these Terms and you agree to be bound by them, any and all other applicable terms referenced herein as well as all applicable laws.
- 1.4. We are committed to best practice and strictly assess all applications by Beneficiaries to create Campaigns via our Services. We will endeavour to adhere to the standards and guidance, if any, of the relevant regulatory bodies in each country/market that we provide our Services currently and/or any other country/market, which we may provide our Services in the future.

- 1.5. You will not hold the Company responsible for others' content, actions or inactions. You acknowledge and understand that although the Company will endeavour to the best of its ability to conduct background checks and due diligence on Fundraisers/Beneficiaries, the Company have no control over and do not guarantee the quality, safety or legality of Fundraising Pages/Campaigns promoted, the truth or accuracy of content, listings, or ability to perform the stated objective.
- 1.6. The Company also adheres to global best practice standards for online fundraising and observes the Association of Fundraising Professionals' International Statement of Ethical Principles in Fundraising. Further information on our code of ethics is available here: <http://bit.ly/InternationalEthics>.

2. Other applicable terms

- 2.1. These Terms refer to the additional terms in our Privacy Policy and any other terms published on our Services, which also apply to your use of our Services.
- 2.2. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information both within and outside of Singapore, Hong Kong, Malaysia and any other country/market that we provide our Services currently and/or any other country/market, which we may provide our Services in the future, for storage, processing and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

Privacy Policy Link: www.simplygiving.com/Home/PrivacyPolicy

3. Changes of terms

- 3.1. In order to remain viable and competitive, the Services that we provide is always evolving. As such, unless specified otherwise the terms, form and nature of the Services that we provide may change from time to time at our sole discretion and without prior notice to you, including the right to create limits on use of any Services and/or storage.
- 3.2. We make no representations, warranties or guarantees, whether express or implied, that our Services or any content on our site is accurate, complete, up-to-date or free from errors or omissions.

4. Definitions

4.1. In this Terms, the following expressions shall have the following meanings, unless specified otherwise:

“Beneficiary(ies)” means any person or entity, whether registered or unregistered as User on our Services, which include but is not limited to natural person or a group of natural people, non-profit body, society, foundation, business, company, club, social enterprise, charitable institution, microfinance institute, Non-Governmental Organisation or any other entity that is authorised/permitted under the local law to enter into a financing/loan agreement, collect money or any form of contribution/donation for charitable or social impact purposes in the jurisdiction it is targeting to enter into such financing/loan agreement and/or collect such donation/contribution in the jurisdiction it is registered.

“Borrower(s)” means any under-banked, low-income and/or below poverty line, natural person and/or non-profit body, society, foundation, company, club, social enterprise, charitable institution, Non-Governmental Organisation or any other entity that are in need of affordable and interest-free capital.

“Campaign(s)” is a request, project, fundraising appeal, event and/or page created by a Beneficiary or Personal Fundraiser using our Services to appeal for Donations and/or create Loan Request for the benefit of the Beneficiary in accordance with Terms herein.

“Donor(s)” is any User that contributes money and/or financial benefit to a Campaign directly or through a Fundraising Page.

“Donation(s)” is any financial and/or monetary transaction/contribution free from any encumbrances that benefits the Campaign, which is received directly or through a Fundraising Page.

“Fundraiser(s)” is any User registered on our Services and created a Fundraising Page. A Fundraiser has access to features and tools for their Fundraising Page including but not limited to editing details of their Fundraising Page. The Fundraiser may grant access to the features and tools of the Fundraising Page to another User and the said User are subject to these Terms as agreed to by the Fundraiser. If a Fundraiser chooses to transfer or share ownership of their Fundraising page with another User, that User becomes a Fundraiser and they will assume the aforementioned access and responsibilities.

“Fundraising Page(s)” is a project, challenge, special occasion and/or event created by a Fundraiser using our Services to support, facilitate, motivate and/or

encourage Donations or Loan to be made to Campaigns registered on our Services, which is created on a voluntary and *pro bono* basis without the Fundraiser receiving or expecting of any kind of monetary and financial benefit or otherwise, from the Beneficiary or any other third party.

“Lender(s)” is any User that is intending to fund or actually funded a Loan Request directly or through a Fundraising Page.

“Loan(s)” means the sum of money/financial benefit payable or paid by the Lender(s) to the Borrower. For avoidance of doubt, the Loans are not disbursed directly to Borrower, but instead through the Beneficiaries, who will then disburse the money/financial benefit to the Borrower with an undertaking from the Borrower to repay the Lender for the money/financial benefit, based on the agreed repayment schedule. Loan at all times must be interest free, under no circumstances can the Loan be made with consideration of a larger sum being repaid to Lender.

“Loan Offer” means an offer submitted by a Lender on our Service in response to a Loan Request, stating the Loan Amount that the Lender wish to lend for the Loan Request and the repayment plan the Borrower wish to accept for providing the Loan.

“Loan Request” is any Campaign where request, project, appeal, event and/or page created by a Beneficiary using our Services to invite Loan Offer with intention to crowd source for Loans for the benefit of the Borrower in accordance with Terms herein.

“User(s)” individual, team, society, non-profit, social enterprise, club, business, partnership, charitable institution, corporation, microfinance institutes, Non Governmental Organisation and/or other entity as well as its authorised representatives, who has accepted the Terms herein by using and/or registering to the Services and/or by giving Donation or Loan to a Campaign and/or giving Donation or Loan to a Campaign through a Fundraising Page.

“Payment Provider” means the entity that processes Donations or Loans.

“Payment Provider Fee” means any applicable transaction and/or accounting fees charged by Payment Provider(s), including but not limited to Credit or Debit Card payment processing fees, Foreign Currency exchange fee, applicable tax rate and/or any fee effective at material time.

“Free to Create Services” means any Services, which we provide to Users to create Campaigns, Fundraising Pages and/or any other services without imposing or applying a Subscription Fee;

“Personal Fundraiser” means any person or entity registered as User on our Services who create, manage and maintain any Campaign for Personal Fundraising

“Personal Fundraising” is when the Beneficiary of any Campaign is a natural person and/or a community of natural people;

“Premium Services” means any additional/extra features or tools that are made available to Users to Create Campaigns and/or Fundraising Pages and/or any other services, which is not available in Free to Create Services by imposing or applying a Subscription Fee;

“Regular Giving” is when the Donor chooses and agrees to make a Donation on a periodical basis as appeared and made available on the Services from time to time;

“Services” means the services and platform we provide to achieve the Purpose, including our various websites, webpages, APIs, email notifications, applications buttons and/or widgets;

“Subscription Fee” means any fee/cost imposed or applicable to User to utilise or gain access to Premium Services.

“Minimum Amount” means the minimum Loan Offer amount, which the Borrower wishes to obtain before the Loan is to be disbursed to the Beneficiary.

“Target Amount” means the maximum Loan Offer amount, which the Borrower wish to obtain before the Loan Request is closed from further Loan Offer.

5. Eligibility

- 5.1. You are **NOT** eligible to use the Services without consent if you are under 18 years of age or any other age, which the law does not allow you to enter into a legally binding contract in the jurisdiction you are from. If you are between the ages of 13 and 17, you can use the Services with the consent and supervision of your parent and/or legal guardian who is at least 18 years old, provided that your parent and/or legal guardian also agrees to be bound by these Terms and agrees to be responsible for your use of the Services.
- 5.2. You are not eligible to use the Services if you have previously been suspended from using the Services for any reason and we have not explicitly authorized you to resume using the Services. We reserve the right to refuse use of the Services to anyone and to reject, cancel, interrupt, remove or suspend a Campaign at any time for any reason without liability.

6. Accessing our Services

- 6.1. SimplyGiving will use commercially reasonable efforts to make our Services available to our Users without any interruption. However, as our Services are also dependent on other third party service provider, including but not limited to web service provider and Payment Provider(s), we do not guarantee that our Services, or any content, will always be available or be uninterrupted, especially when our third party service provider is the cause of the interruption. As such, we will not be liable to you if for any reason our Services are unavailable at any time or for any period. Unless specified or agreed otherwise, we also reserve the right to suspend, withdraw, discontinue or change any part of our Services without prior notice.
- 6.2. You are responsible for making all arrangements necessary for you to have access to our Services.
- 6.3. You are also responsible for ensuring that all persons who access our Services through your internet connection or account are aware of these Terms and other applicable terms and conditions, and that they comply with them.

7. Payment Processing

- 7.1. All Donations and Loans made or paid are processed by the Payment Provider(s) as made available by us from time to time.
- 7.2. User of the Services are subject to and must adhere to the terms of the applicable Payment Providers' Terms of Service and other agreements relating to their Service transactions. The Company is not affiliated with any Payment Provider, and neither is the agent or employee of the other, and neither is responsible in any way for the actions or performance (or lack thereof) of the other. The same is true with respect to the Company on the one hand and Users on the other hand. To the extent that the Service is rendered in conjunction with any other provider of services, the same shall also be true, namely that to the extent that a User of the Services hereunder does so in conjunction with the services of another service provider, such User will be subject to the other service provider's terms of service, and neither the Company or the other service provider will be considered the agent or employee of the other, and neither will be responsible in any way for the actions or performance (or lack thereof) of the other. These Terms shall not in any way supersede the terms of any other service provider for using their service, nor shall the terms of service of any other service provider supersede the terms of the Terms with respect to the Services.
- 7.3. By using the Services, all Users agree to the Payment Provider withholding a service fee and making these fees available to the Company. For information on the service fees see the Fee Schedule section below.

8. Fee Schedule

- 8.1. No Subscription Fee is applicable when using Free to Create. However, SimplyGiving does offer Users the option to upgrade to Premium Services and/or additional professional services including, but not limited to, graphic design, fundraiser engagement, donor acquisition and/or advanced training, which is currently available or to be made available in the future (“**Additional Services**”). These Premium Services and Additional Services may be billed separately and/or may be subjected to additional or separate terms of service.
- 8.2. SimplyGiving does apply a small fee on the gross Donation and Loan disbursed to the Beneficiary to cover operating costs and continue to deliver the best possible technology solutions to our Users (“**Service fee**”).
- 8.3. In consideration for the Services provided by SimplyGiving, the Users agrees and accepts that the following fees are applicable:
 - a) *Free to Create Services*
 - i. No upfront fee or subscription fee will be charged to open, start or maintain a Free to Create Services;
 - ii. For Beneficiary using Free to Create Services, the Service fee of 5% or any other rate as appeared and published on our Services (excluding any tax applicable and/or processing fee charged by Payment Provider) shall be imposed on the gross Donation collected and/or Loan disbursed from a Campaign; and/or
 - iii. Payment Provider Fees.
 - b) *Premium Services*
 - i. User will be charged Subscription Fee on a monthly, yearly and/or other applicable period, duration or terms as appeared and published on our Services to open, start or maintain a Premium Service;
 - ii. For Beneficiaries using Premium Services, the Service fee of 4% or any other rate as appeared and published on our Services (excluding any tax applicable and/or processing fee charged by Payment Provider) shall be imposed on the gross Donations collected and Loans disbursed from a Campaign; and/or
 - iii. Payment Provider Fees.

- c) Unless specified otherwise, any fees imposed herein are exclusive of the applicable tax, or any other taxes, levies or duties which may be imposed by the government or any authority.
 - d) Unless otherwise prescribed herein, no Service fee shall be imposed on the Fundraiser, Donor and Lender, as any Service fee applicable to gross Donation or Loan disbursed made either directly to Campaign or through Fundraiser Page shall be borne by Beneficiary nominated in the Fundraising Page in accordance with Clause 8.3 (a) & (b) above.
 - e) *Donor Pays & CorporateCare*
 - i. Notwithstanding Clause 8.3(d) above, Donors and Lenders are sometimes given the option and/or invited (if made available) to round up their Donation or Loan Offer by adding the applicable Service Fee (excluding any tax) and/or Payment Provider Fee, in order to pay the Service Fee (excluding any tax) and/or Payment Provider Fee on behalf of the Beneficiary. This in turn would result in the Payment Provider Fee to be charged based on the round up amount and not Donation or Loan Offer amount.
 - ii. Any additional cost incurred by the Donor or Lender for opting the Donor Pays or Lender Pays option above shall be the sole responsibility of the Donor and the Company shall not be made accountable or be called upon to absorb the said cost.
- 8.4. SimplyGiving reserves the right to change/vary the Service Fee and/or any other fee applicable for any of our Services, including but not limited to Free to Create Service, Premium Services and Additional Services from time to time without prior notice to the User. In the event there is a conflict between the Service fee stipulated in this Term and the applicable rate published and stipulated on our Services, the latter shall prevail.
- 8.5. The Payment Provider(s) current processing fee shall be 2.1% (domestic) and 3.91% (international) for card-processing fee on the gross Donation for Visa and MasterCard, plus US\$0.27¢ per transaction (or any amount equivalent to your currency) or any other rate effective at material time. Please refer to Payment Provider Terms of Service and applicable charges before performing any transaction. <https://www.simplygiving.com/Home/PlansAndPrices>
- 8.6. SimplyGiving, may deduct any Service Fee and/or other applicable fee described in Clause 8 herein, at its sole discretion, from the amount collected on behalf of the Beneficiary pursuant to these Terms. Subject to Clause 8.8 below SimplyGiving will pay the Donation collected from the previous month period to the Beneficiary via

Electronic Fund Transfer on or before the 28th day after the last day of said month period or any other payment term as SimplyGiving deem fit in order to comply with local regulatory requirements. For avoidance of doubt and as an example, we will transfer the Donation collected from the month of November 2015 on/before 28th of December 2015.

- 8.7. SimplyGiving, may deduct any Service Fee and/or other applicable fee described in Clause 8 herein, at its sole discretion, from the Loan disbursed to Beneficiary pursuant to these Terms. Subject to Clause 8.8 below SimplyGiving will disburse the Loan to the Beneficiary via Electronic Fund Transfer on or before the 28th day after the last day of achieving Target Amount of Loan Offer, achieving Minimum Amount and expiry of Loan Offer, or any other payment term as SimplyGiving deem fit in order to comply with local regulatory requirements.
- 8.8. Transfer/Payment pursuant to Clause 8.6 above shall be made to the Beneficiaries nominated corporate bank accounts.
- 8.9. Notwithstanding Clause 8.6 to 8.8 above and in order to maximize the Donation remitted to the Beneficiary, SimplyGiving may from time to time advise the Beneficiary to set up or utilize a foreign currency bank account in any suitable currency to facilitate cost reduction. However, if the Beneficiary does not have and/or choose or unable to set up a foreign currency bank account in any suitable currency, SimplyGiving reserves the absolute right from time to time to set a minimum threshold of Donation achieved before transferring the Donation and/or Loan pursuant to Clause 8.6 and 8.7 above.
- 8.10. Currently, SimplyGiving uses IPG Pay for Credit Card transactions and iPay88 for Online Banking in Malaysia as our Payment Providers.
- 8.11. In respect of the third party charges, in the event that there is an increase in the existing third party charges, we shall have the right to revise the charges for future services accordingly at our sole discretion.
- 8.12. The transfer, payment or disbursement process may vary and dependent on local law and regulations. As such the Company may be require to structure the said disbursement based on the requirement of local law or regulations.
- 8.13. From time to time SimplyGiving will run special campaigns for or on behalf of a Beneficiary, or may offer additional services. In this instance additional fees may apply, in which case an individual Service Agreement amendment may be required.

9. Refund Policy

- 9.1. No refund/cancellation for Donations or Loans through any mode of payment will be allowed for any Donors or Lender unless the Donor or Lender made a technical fault/error, such as transaction duplicity, data entry mistake or any other circumstances the Company at its sole discretion deems fit. The refund/cancellation for Donations or Loans must be made within seven (7) days from the date of transaction (the date the Donation or Loan Offer was made) or before the Donation or Loan received is disbursed to the Beneficiary, otherwise the Company will not process any refund/cancellation request, including the abovementioned event. In such circumstances, subject to Clause 9.2 herein, the Donor must request any partial or full refunds from the Beneficiary directly.
- 9.2. Beneficiaries shall accept the sole responsibility to provide refunds to Donors and Lenders at their own discretion. Save for Clause 9.1, the Company will **NOT** be held liable for refunds or lack thereof. For avoidance of doubt all Users understand and agree that save for what is stipulated in Clause 9.1 above, refunds will **NOT** be the responsibility of the Company should the User decide to change their mind and withdraw their Donation or Loan Offer for whatever reason(s) including but not limited to Fundraisers failure and/or omission to satisfy or fulfil the project, challenge, special occasion and/or event created
- 9.3. No reimbursement of Service fee shall be allowed, unless the refund request was made due to technical fault/error, such as transaction duplicity, data entry mistake or any other circumstances the Company at its sole discretion deems fit. In the event the Beneficiary is claiming reimbursement of the Service fee due to technical fault/error they must submit the request for the refund within seven (7) days from the date of transaction (the date the Donation or Loan Offer was made) or before the Donation or Loan collection for the month period which the Donation or Loan that is being refunded was received is disbursed to the Beneficiary, whichever is earlier. Thereafter, the Company will request a Service fee reversal. Reimbursement of the Service fee contrary to what is stipulate in this Clause will not be processed.

10. Taxes

- 10.1. The Company encourages User to consult with a licensed tax advisor from their local jurisdiction so that they understand and prepare for the tax obligations that they may incur from using our Service.
- 10.2. The Company shall not be held responsible for any action taken by tax authorities against User for your failure to comply with local/applicable tax laws. You also undertake to indemnify the Company for any loss or damages suffered by the Company if it is called upon by tax authorities to pay or be responsible for tax or returns that the User is responsible for.

11. Donor/Lender Rights, Representation and Obligation

- 11.1. The Company will endeavour to the best of its ability to conduct background checks and due diligence on Beneficiaries and if circumstances warrants it on Fundraisers as well. However, as a Donor and/or Lender you are solely responsible for asking questions and conducting your own background check to the extent you feel is necessary before you make a Donation and/or Loan Offer.
- 11.2. You agree and understand that all Donations and Loan Offer are made voluntarily and at your sole discretion and risk. The Donor and Lender are familiar with the risk factors when making Donation and Loan Offer. The Company doesn't guarantee that Donations and/or Loan will be used as promised, that the Beneficiary or Borrower will deliver what was promised or that the Campaign/Fundraiser Page will achieve its goals or target and/or is not fraudulent in nature and/or created for illegal activity. The Company does not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality or legality of any Campaign, or Donation and/or Loan, or the truth or accuracy of content posted on the Services.
- 11.3. You understand and agree that the Company shall not be held responsible or accountable for any loss or damages suffered by you as a result of the abovementioned situation or other circumstances states in this this Terms. Further, you are solely responsible for determining how to treat your Donation, Loan Offer and receipt for tax purposes.
- 11.4. You understand and agreed that tax relief may not be available for some if not all of Campaigns published on our Services, especially Campaigns for Personal Fundraising. If it is an important matter to you when making Donation and/or Loan Offer, you are solely responsible to ascertain whether you are entitled to any tax relief when making any Donation or Loan Offer to Campaigns published on our Services.
- 11.5. You understand that Loan Request is created in cooperation with Beneficiary. Loans are not made directly to Borrowers and that the Company will transfer the Loan to Beneficiary for ultimate disbursement for their further action and to work with the Borrower. In certain cases, instead of disbursing money/financial benefit to Borrower, the Beneficiary may instead deliver goods and services, which will be funded by the Loan, such as training, machinery, agriculture equipment or other products/services.
- 11.6. If you have any doubts as to how the Donation collected or Loan will be spent, you should contact/engage the Beneficiary directly to seek reassurance.
- 11.7. Any Donation or Loan Offer made shall be irrevocable but the acceptance of such Donation or Loan Offer shall not constitute any legal obligation on the part of the

Company to process or fulfil the Donation or Loan Offer and such Donation or Loan Offer may be terminated by SG at its sole discretion at any time without notice.

- 11.8. The Donor and/or Lender hereby understands and acknowledge that any enforcement by the Donor and Lender of its rights under the Terms herein against the Donor may at the Company's sole discretion be done through the agency of the Company and/or any of its authorized representative.
- 11.9. The Lender acknowledge and understands that the terms and conditions including the Minimum Amount, Target Amount, repayment plan, default terms and/or any other terms regarding the Loan will be stipulated on the Campaign Page.
- 11.10. You understand that the Company serves as the matchmaker and middle person in the process and reserve the right to deduct the necessary Service Fee or any other Fee pursuant to Clause 8 herein.
- 11.11. The Lender accepts that repayment of Loan by the respective or relevant Borrower(s) will be distributed to the Lenders on a *pro rata* basis, subject to the amounts loaned by such Lender to the Borrower(s). Timing of distribution of repayment to Lender(s) of any collected repayment may vary according to circumstances such as ascertaining the accuracy of repayment or any other issues that may arose from time to time.
- 11.12. The Lender acknowledge and understand that if for any reason whatsoever, the Company or Beneficiary is unable to collect Loan repayment or receive any Loan repayment, the Loan may be at risk of partial or total delay or non-repayment or a loss of all or part of your principal Loan, neither the Company or the Beneficiary will have any obligation to repay such Loan or other fees or amounts to you or any other Lender in connection with any Loan you make.
- 11.13. In relation to any repayment received for outstanding Loan, the Lender will have the option of either (1) withdraw the money, in part or in full, or (2) Loan or Donate the money to another Campaign. For avoidance of doubt the Lender will only be able to withdraw or utilise the fund from the repayment receive for outstanding Loan after it is credited into the Lenders user account and appear to be available on the users account dashboard. In the even the Lender decides to withdraw the repayment received for outstanding Loan, the Lender understands and accepts following terms:
 - a) the withdrawal amount must not be less than SGD20 or any other equivalent amount in a different currency.
 - b) the Company may deduct any Service Fee and/or other applicable fee, at its sole discretion, from the amount withdrawn by Lender as published on our Services from time to time;

- c) the Company will transfer withdrawn amount to the Lender via Electronic Fund Transfer on or before the 14th day after withdrawal request was made by the Lender; and
- d) The withdrawal sum as requested, shall be made to the Lender's nominated bank accounts.

11.14. Tax Deductibility: You acknowledge that when you are making a loan and not donating any money, you are not eligible to receive a tax deduction as might be otherwise available in connection with a charitable contribution.

11.15. Regular Giving: If a Donor chooses the Regular Giving option the following shall be applicable:

- a) the Donor consents and authorises Simply Giving and/or the Payment Provider to make the necessary deductions/charges to your credit card or banking account based on the period selected by the Donor and made available on the Service;
- b) the Donor understands that each successful Regular Giving transaction will appear on your monthly credit card or bank statement;
- c) the Donor understands and agrees that Regular Giving will remain in effect until the Donor notifies Simply Giving that the Donor wishes to change or suspend Regular Giving. In such circumstances Simply Giving shall have seven (7) working days to fulfil the said request. For avoidance of doubt, Simply Giving is not obliged to refund any successful deduction or changes made from Regular Giving.

12. Fundraiser Representation

12.1. The Fundraiser who creates a Fundraising Page, agrees and undertakes that:

- a) You are solely responsible and liable for, and must fulfil the project, challenge, special occasion and/or event created as presented on your Fundraising Page;
- b) In any event you are unable to fulfil or satisfy the project, challenge, special occasion and/or event created, you will work with the Donor(s) to reach a mutually satisfactory resolution;

- c) The Company does not endorse or validate any project, challenge, special occasion and/or event created on Fundraising Pages nor accept any liability or responsibility for the fulfilment or lack thereof; and
- d) The Fundraisers will hold harmless and indemnify the Company for any loss or damages suffered by the Company as a result of the Fundraisers failure and/or omission to satisfy or fulfil the project, challenge, special occasion and/or event created.

13. Registering a Beneficiary

- 13.1. Users registering or creating a Campaign for a Beneficiary agree and undertake that you are authorised to enter into a binding agreement and accept the Terms herein on behalf of the Beneficiary. If you do not have such authorisation and do not accept the Terms herein, please discontinue your access and use of our Services immediately.
- 13.2. When registering a Beneficiary, the User agrees and undertakes that:
 - a) You are the Beneficiary or have authority to represent the Beneficiary to complete registration;
 - b) The Beneficiary is a natural person or valid legal entity, which is registered with relevant authorities and is authorised and permitted by the federal, state and/or local law to collect Donations.
 - c) You will provide true, accurate and complete information, which we don't have to verify its truthfulness;
 - d) You are an employee and/or official representative of the Beneficiary;
 - e) You are solely liable and responsible for all actions taken by you and/or any person using your User ID and Password;
 - f) You do not have the authority to act on behalf of, speak for, or obligate the Company, except to use authorised tools and materials provided by the Company to raise funds to support your Campaign through our Services.
- 13.3. Upon request by us, it is mandatory for Users to provide supporting documentations from the Beneficiary to verify registration status and permission to collect donations of the Beneficiary and/or any other additional information for us to conduct internal verification, including but not limited to, background checks, web searches and, where necessary, direct interview.
- 13.4. In order to comply with federal, state, and local laws, the User may be asked to provide the Company with proof that the Beneficiary has clearly authorised the User to act on its behalf. In such circumstances, the User must communicate to the Company the Letter of Authorisation/Subordination on the letterhead of the

Beneficiary and signed by the authorised officer of the Beneficiary that expressly grants the User the right to register for our Services on behalf of the Beneficiary.

- 13.5. The Company, reserves the right, at our sole discretion, to revoke the Users access to the Services including deleting, suspending Users account, taking down any Campaign for any reason whatsoever without notice, especially if it is discovered and/or there is reason to believe that you have failed to comply with any of the paragraphs above or any terms herein such as but not limited to, (i) the Beneficiary is not legally registered with relevant authority and/or (ii) the Campaign is not genuine or involves unusual activities.

14. Beneficiary or Personal Fundraiser Representation & Obligation

- 14.1. The Beneficiary or where applicable the Personal Fundraiser hereby agrees and undertakes to:

- a) Give full and frank disclosure pertaining to all information and documentation relating to the Campaign.
- b) Be truthful with information provided and furnished to the Company.
- c) Issue necessary receipts for Donors to obtain tax incentives for donations made, where applicable.
- d) Where possible, maximise your donor acquisition by implementing a suitable stewardship program to communicate with, recognise and thank your new/existing Donors and Lenders.
- e) Be responsible for the true and updated information about you, Your Campaign, use of the Donations or Loans and other information material to the Donors and Lenders;
- f) Be accountable for Donations and Loans received by you, including but not limited to enquiries from the Donors and Lenders regarding your programmes, financial information and use of the Donations or Loans;
- g) Maintain a link to our Services on your website.
- h) Facilitate the systemised payments to us in accordance with clause 8 above.
- i) Comply with all laws and regulations including, but not limited to, those regarding fundraising/donation laws applicable in the jurisdiction you are raising Donations.

- 14.2. Notwithstanding the above, the Beneficiary or where applicable the Personal Fundraiser also agrees and undertakes to the following with regards to records on transactions:

- a) You must examine all entries in any statement on your account. You agree that we have the right to make any adjustments to the statement if there is any error or omission. You further agree that if you do not object in writing to the contents of the statement within fourteen (14) calendar days of the statement, you shall be deemed to have accepted the accuracy of the statement.
- b) You agree that our records shall be conclusive evidence of all transactions by you.
- c) You agree not to object to the admission of our records as evidence in any legal proceedings on the basis that such records are not originals, are not in writing or are documents produced by a computer.

14.3. The Company, reserves the right, at our sole discretion, to revoke the Users access to the Services including taking down the Campaign, if it is discovered and/or there is reason to believe that you have failed to comply with any of the paragraphs above or any terms herein.

15. Borrower Rights, Representation & Obligation

15.1. The Borrower hereby agrees and undertakes to:

- a) Be responsible for the true and updated information about you, use of the Loans and other information material to the Lenders;
- b) Be accountable for Loans received by you, including but not limited to enquiries from the Lenders and/or Beneficiaries regarding your programmes, financial information and use of the Loans;
- c) Comply with the terms of Loan, including but not limited to the payment schedule.
- d) If for any reason whatsoever the Borrower is unable to repay the Loan or repay the Loan according to the payment schedule agree, the Beneficiary must endeavour to the best of its ability and as far as commercially viable to help and assist the Borrower to renegotiate and restructure the payment term or schedule with the Lender.
- e) Comply with all laws and regulations including, but not limited to, those regarding fundraising/donation laws applicable in the jurisdiction you are raising Donations. The Borrower understands that Loans are repaid directly by the Borrower to the Company. As Borrowers repay the Loans, the Company will post a record on the Campaign website of such repayments actually received by the Company and update the Lender's dashboard. Repayments may be made in periodic instalments, depending on the terms of the applicable Loan.

- 15.2. You understand and accept that as the Borrower, you are solely responsible to repay the Loan in accordance with the Loan terms and payment schedule agreed. If for any reason whatsoever the Borrower is unable to repay the Loan or repay the Loan according to the payment schedule agree, the Borrower is responsible to negotiate and discuss (with or without the assistance of Beneficiary) with the Lender a new repayment term and structure.
- 15.3. The Borrower also understand and hereby consent that restructuring or renegotiation of the repayment plan with the Lender is subject to the Lender's and the Company's consent.

16. Prohibited Use

- 16.1. Users are specifically prohibited from any activities that violate the Payment Provider(s) Terms of Service and/or any other relevant third party Terms of Service. Users are not allowed to act in any way that violates national, regional and local laws related to online commerce and transactions. In particular, by example and not limiting the definition in any way, unless permitted by applicable laws and subject to our approval, Users cannot run online contests, lotteries, raffles, pyramid schemes, gambling activities, deposit taking, or any other form of restricted financial activity using the Services.
- 16.2. You are strictly prohibited from using the Services for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering, and/or terrorist financing.
- 16.3. In the event of the above, we reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate Users, and to reclaim usernames without any liability to us.
- 16.4. The User also represents that:
- a) Neither the User nor, to the User's knowledge, that any of the funds, money, and/or financial transaction made and/or received by using our Services is in violation in any material respects of any local law relating to terrorism financing, sanctions or money laundering ("**AML-ATF Laws**").
 - b) Neither the User nor, to the User's knowledge, that they themselves, the Donor, the Lender and/or the Beneficiaries (i) commits, threatens or conspires to commit or supports activities contrary to any **AML-ATF Laws** (ii) is owned or controlled by, or acting for or on behalf of, any person who commits, threatens or conspires to commit or supports activities contrary to any **AML-ATF Laws**.

- c) Neither the User nor, to the User's knowledge, that they themselves the Donors, the Lender and/or the Beneficiaries (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person or through person prohibited under **AML-ATF Law**, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the **AML-ATF Laws** or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any **AML-ATF Laws**.
- 16.5. The Company, reserves the right, at our sole discretion, to revoke the Users access to the Services and take necessary steps including taking down the Campaign or retain or redirect any Donation and Loan, and/or report to relevant authorities for any reason whatsoever, including if it is discovered or there is reason to believe that you have failed to comply with or make any misrepresentation pertaining to the paragraphs above or any terms herein.

17. Account and password

- 17.1. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must treat such information as confidential. You must not disclose it to any third party. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above.
- 17.2. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 17.3. If you know or suspect that anyone other than you knows your password, you must promptly notify us via the support links or say hello@simplygiving.com

18. The Company's Intellectual Property Rights

- 18.1. All intellectual property rights subsisting in respect of the Services belong to Company or have been lawfully licensed to Company for use in connection with the Services. All rights under applicable laws are hereby reserved. You are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the website itself or create derivative works with respect thereto, as the website is copyrighted and/or all rights reserved under applicable laws.

- 18.2. You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us (“**Feedback**”) in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback

19. Users rights

- 19.1. You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).
- 19.2. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with SimplyGiving for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.
- 19.3. Such additional uses by SimplyGiving or other companies, organizations or individuals who partner with SimplyGiving may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.
- 19.4. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.
- 19.5. You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. SimplyGiving will not be responsible or liable for any use of your Content by SimplyGiving in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

20. Limited liability and warranty

- 20.1. Please read this section carefully since it limits the liability of SimplyGiving. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.
- 20.2. Your access to and use of our services is at your sole risk and is provided "as is," "as available." the services are for Users, Fundraisers and/or Beneficiaries only and the Company make no representation or warranty of any kind, express or implied, including, without limitation, any warranties on merchantability or fitness for any particular purpose or non-infringement.
- 20.3. The entire liability of the Company and Users, Fundraisers and/or Beneficiaries exclusive remedy with respect to the services or otherwise, is re-performance of defective services. In jurisdictions, which do not allow the exclusion or limitation of certain types of liability, our liability will be limited to the maximum extent permitted by law. We do not endorse, warrant or guarantee any material, product or service offered through us or our services. We are not and will not be a party to any transaction between Users, Fundraisers and/or Beneficiaries and any third party.
- 20.4. SimplyGiving shall not guarantee or assume any responsibility that:
- a) the information presented in our Services is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
 - b) the information presented in our Services is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
 - c) messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay or loss;
 - d) that its Services is invulnerable to any fraud, dishonest conduct, money laundering or illegal activities of any User or third party including, without limiting to security breaches, hacking or any unauthorised access;
 - e) access to the Services will be available or be uninterrupted;
 - f) use of the Services will achieve any particular result; and/or
 - g) defects in the Services will be corrected.
- 20.5. Without limiting the generality of the foregoing, in no event will SimplyGiving be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential loss or damages, including any loss of business, profit, goodwill or reputation arising out of any use, or inability to use, the information or the services, even if SimplyGiving has been advised of the possibility of such loss or damages.

- 20.6. You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the services. You are responsible to ensure that your use of the information and the Services complies with all applicable legal requirements
- 20.7. Without prejudice to the foregoing, if your use of the Services does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us, as set out in these Terms or otherwise, you are advised to contact us at hello@simplygiving.com. No such lack of response shall be deemed to constitute any acquiescence or waiver.
- 20.8. The limitation of liability contained in these Terms will apply to the fullest extent permitted by applicable laws.

21. Indemnity

- 21.1. You agree to defend, indemnify and hold us harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising out of information you submit, post, transmit or make available through the Services, from your breach of any of these Terms, your use of the Services and/or in connection thereof.

22. Content on the Services

- 22.1. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content.
- 22.2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty and you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 22.3. Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.
- 22.4. The views expressed by other Users on our site do not represent our views or values. We do maintain the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy,

or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

- 22.5. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

23. Content copyright policy

- 23.1. SimplyGiving respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and that you are authorized to act on behalf of the copyright owner.

- 23.2. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if the user is determined to be a repeat infringer. Our address for notice of alleged copyright infringement appearing on the Services is hello@simplygiving.com

24. Use of the Services

- 24.1. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without any liability to us. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary

to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, money laundering, illegal activities, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of SimplyGiving its users and the public.

24.2. We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

24.3. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, SimplyGiving's computer systems, or the technical delivery systems of SimplyGiving's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

24.4. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

25. Linking to Us

25.1. You may link to our Services provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. 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. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

26. Third party links and resources in our site

- 26.1. The links from the Services may take you to other sites or services and you acknowledge and agree that SimplyGiving has no responsibility for the accuracy or availability of any Information provided by third parties services and websites.
- 26.2. The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by SimplyGiving on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that SimplyGiving and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.
- 26.3. Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising or other materials available made available by such third parties.
- 26.4. The Company reserve the rights at all times at its absolute discretion (but will not have the obligation) to remove or refuse to display or publish any third party links published, shared and/or created on our Services, without the need for any prior notice or without any liability to us

27. **Severance**

The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

28. **Force Majeure**

The Company shall **NOT** be liable to User for non-performance or delay in performance of any of its obligations under this Agreement resulting from any act of God, flood, fire, war, riot, civil commotion, natural catastrophe, strike, act of government, change of law, or any supervening event of whatsoever nature beyond the reasonable control of the Company.

29. **Several users**

If there are two or more persons adhering to these Terms as user, their liability under the Terms is joint and several, and their rights are joint.

30. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

31. **Termination**

The Terms will continue to apply until terminated by either you or us as follows:

- 31.1. You may end your agreement with us at any time for any reason by deactivating your accounts and discontinuing your use of the Services by sending an email to hello@simplygiving.com.
- 31.2. We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.
- 31.3. In all such cases, any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- 31.4. Nothing in this section shall affect our rights to change, limit or stop the provision of the Services without prior notice`.

32. **Governing law and jurisdiction**

These Terms shall be governed by Singapore law. You agree to submit to the exclusive jurisdiction of the Singapore courts.

33. **Languages**

This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.

34. **Communication**

Attention: Chief Executive Officer
Mailing Address:

Level 18, Axiata Tower, 9 Jalan Stesen Sentral 5, Kuala Lumpur 50470, Malaysia.
Email: hello@simplygiving.com
Phone: +603 2272 1202