



## **TERMS & CONDITIONS FOR USE OF THE XPEREDON INSTANT GIVING PLATFORM**

### **1. GENERAL**

These Terms and Conditions govern the relations between Xperedon Payment Services Ltd, registration number 07329262 whose registered address is 3 Beeston Place, London SW1W 0JJ, United Kingdom and, respectively, Donors and Beneficiaries using or featured on the Xperedon Platform.

These Terms and Conditions may be changed by Xperedon from time to time on the Xperedon Website, and the latest version of these Terms and Conditions at any point in time will govern any future usage by Donors and Beneficiaries using the Xperedon Platform.

### **2. DEFINITIONS**

“Aggregate Donation” means the aggregation or pooling of several Donations collected by Xperedon for same Beneficiaries over a given period of time.

“Aggregate Donations Payments” means a periodic batch of Aggregate Donations paid to a Beneficiary.

“Beneficiary” means a legal entity operating a charitable organisation displayed on the Xperedon Website.

“Beneficiary Page” means a page on Xperedon’s Website fully dedicated to the description of Beneficiary’s charitable activities.

“Donation” means a charitable monetary donation operated by a User.

“Donor” means a User intending to make a Donation.

“Fee” means the collection fee charged by Xperedon to Beneficiaries.

“Xperedon Platform” means the operation of the Xperedon Website whose purpose is to collect Donations from Users for the benefit of Beneficiaries.

“Xperedon Web-site” means any website operated by Xperedon which gives access to the Xperedon Platform.

“User” means a Donor.

### **3. BENEFICIARIES LISTED ON THE XPEREDON WEBSITE**

3.1 Beneficiary Page. Each Beneficiary listed provisionally or finally on the Xperedon Website has its own Beneficiary Page. Where Beneficiaries have a multinational presence, they may have one Beneficiary Page per country of establishment. Beneficiaries are displayed on the Xperedon Website’s results-lists by alphabetical order, and cannot change their ranking.

3.2 Content of Beneficiary Page. The content of each Beneficiary Page reflects data and pictures taken by Xperedon from such Beneficiary’s own web-site. Beneficiaries may under certain conditions make changes on line to their Beneficiary Page or may request Xperedon by e-mail to make appropriate edits. All contents of each Beneficiary Page are owned by or licensed to, the relevant Beneficiary, and Xperedon makes no claim of title to any such property.

3.3 Beneficiary’s Provisional Listing. Beneficiaries are listed provisionally on the Xperedon Website based on Xperedon data-mining, Users’ suggestions or Beneficiaries’ own submissions. Xperedon has no obligation to provisionally list any Beneficiary as a result of Users’ suggestions or Beneficiary’s applications. Xperedon typically refuses to provisionally

list organisations that have no web-site or an inconsistent web-site, that have a political purpose or agenda, or that have a dubious existence or activities.

- 3.4 Beneficiary's Final Listing. Beneficiaries are listed finally, if they have been vetted by Xperedon, have entered into a fund raising agreement with Xperedon and have provided Xperedon with their banking details after having been contacted by Xperedon in connection with the remittance of Donation payments, such contact being via an authentication process carried out separately from the Xperedon Website. The Xperedon vetting process includes, where appropriate, confirmation of charity status in applicable jurisdictions, as well as additional scrutiny to assess Beneficiary's good standing and to ensure compliance with Anti-money laundering regulations, as and when applicable. A Beneficiary that is not vetted by Xperedon loses its provisional listing status and is delisted from the Xperedon Web-site. Donations collected by Xperedon for a provisionally listed Beneficiary are treated according to Article 5.1.
- 3.5 No Representation. While Xperedon scrutinises Beneficiaries on a formal basis to the best of its capabilities, it cannot, and does not, represent towards Users that a particular Beneficiary meets at the time of the vetting process or at any time in the future all charitable, legal and ethical standards that Beneficiary purports. Donors must make their own decision on Beneficiary's qualifications to receive Donations, before voting for such Beneficiary. Xperedon disclaims any liability in respect of any content on the Beneficiary Page.
- 3.6 No Charge for Listing. The creation and maintenance of Beneficiary Pages in their basic form, and all communications between Xperedon and Beneficiaries, are made at no charge to Beneficiaries.
- 3.7 Beneficiary De-listing. Xperedon may de-list any Beneficiary previously vetted, if such Beneficiary does not return communications, ceases to operate its website, ceases to operate a bank account or otherwise may not receive collected Donations from Xperedon, or if Xperedon believes that such Beneficiary no longer complies with charitable, legal or ethical standards.

#### **4. REMITTANCE OF DONATIONS**

- 4.1 Beneficiary Eligibility. Beneficiaries are eligible to receive Donations collected for them by Xperedon after they have been vetted by Xperedon according to Article 3.4. Donations collected by Xperedon for a Beneficiary that is listed provisionally (Art. 3.3) are held by Xperedon on legally segregated accounts during the Beneficiary's vetting period. Where a Beneficiary has not completed the vetting process, all Donations designated for that Beneficiary received prior or following its de-listing will be remitted to a similar Beneficiary in the same country, displaying the closest match to the originally intended Beneficiary.
- 4.2 Aggregate Donation Payments to Beneficiary. Where Donations collected in respect of an individual Beneficiary do not translate to a meaningful monetary sum in respect of a chosen Beneficiary, Xperedon will hold such sum in its segregated bank accounts until such time as Donations for such Beneficiary from other Donors results in the creation of a meaningful monetary sum. This is to ensure that banking and transaction charges in respect of small donations are minimised. Notwithstanding the above, Xperedon will never hold Donor funds for longer than 180 days from receipt of Donor payment.
- 4.3 Donations Held on Segregated Accounts. Donations will be held by Xperedon in trust for the designated Beneficiaries in segregated bank accounts pending distribution. These accounts are operated in compliance with the Safeguarding Requirements provided in Section 19 of the UK Payment Services Regulation 2009. Xperedon will not use any monies from Donations to fund Xperedon operations. Where relevant, bank interest accruing on the segregated accounts is for the benefit of Xperedon, as additional consideration for its services.

#### **5. FEES AND CHARGES**

- 5.1 Fee on Donation Collection. For its donation collection and distribution services, Xperedon charges Beneficiaries a Fee of 5% on Donations processed and remitted via the Xperedon platform. Payment processing charges are deducted at cost (usually between 2% and 3%, resulting in around 92%-93% reaching the Beneficiary).

## **6. REPORTS AND TAX**

- 6.1 Donation Reports. Xperedon provides Donors with the ability to download a record of all donations made via the Xperedon Platform.
- 6.2 Tax. In most jurisdictions, charitable donations are either tax-deductible or give rise to additional government sponsored incentives (for example Gift Aid in the U.K.) Donors should satisfy themselves that their Donations are tax-deductible or that their donation qualifies for such incentives.

## **7. EFFECT AND DURATION**

- 7.1 In Respect of Beneficiaries. These Terms and Conditions are applicable in respect of Xperedon's relationship with a Beneficiary, until a Beneficiary is delisted from the Xperedon Platform. Upon termination, Xperedon's sole on-going obligations in respect of a Beneficiary will be to (i) if applicable, complete any Donation or Aggregate Donation Payment due to the Beneficiary, and (ii) to comply with its Data Protection obligations (art.9.1).

## **8. MISCELLANEOUS**

- 8.1 Use of Xperedon Trademarks and Copyrights. The Xperedon Website contains protected trademarks, copyrighted material and elements protected by regulations on databases protection. No right is granted to copy any databases and use any copyrighted material. The use of the Xperedon name, logo and banners is limited to its displaying on third parties' website or web-page for purposes of linking to the Xperedon Website, and Xperedon does not grant any right to use any Xperedon trademarks for any other purposes. Xperedon reserves the right to, in its sole discretion request any third party user to remove from its website any Xperedon trademark.
- 8.2 No Endorsement. The display of Xperedon banners, or of the Xperedon name and/or logo on any third party website and the linking by Xperedon from the Xperedon Web-site onto any third party website does not imply any endorsement by Xperedon of the contents of that third party website, and Xperedon shall not be responsible for any damage arising for anyone in relation to such contents. Xperedon also disclaims any liability in relation to the unauthorised use by any third party of the Xperedon name, logo or trademarks.

## **9. DATA PROTECTION**

- 9.1 Data Privacy Policy. At all times Xperedon will treat the data of Donors and Beneficiaries in compliance with the UK Data Protection Act 1998 and with Xperedon's Data Privacy Policy as in force from time to time. Donors and Beneficiaries accept that their data may be treated by Xperedon in accordance with the Xperedon Data Privacy Policy.

## **10. WARRANTIES**

- 10.1 Xperedon's Standing. Xperedon is a company existing under the laws of England and Wales and having its registered office at 3 Beeston Place, London SW1W 0JJ.
- 10.2 Regulatory Approval Xperedon as Financial Intermediary. Xperedon is authorised and regulated by the UK Financial Services Authority (FRN: 544203) to act as Payment Services firm under the "Payment Services Regulation 2009" and warrants that the operation of the Xperedon Platform with operable functions as existing on the Xperedon Website from time to time, complies with FSA Regulations and other regulations in force in the United Kingdom. Xperedon shall ensure that the Xperedon Platform shall comply with any changes in UK regulations which may occur from time to time. Payments services are not covered by the Financial Services Compensation Scheme. However, eligible customers can refer complaints to the Financial Ombudsman Service.
- 10.3 Exclusions. Except as expressly provided in these Terms and Conditions, Xperedon makes no warranties in respect of the Xperedon Platform, the Xperedon Website or any features, functions contained therein, and Xperedon makes no representation that the Xperedon Website will run error-free or will be free from any technical failure.

## **11. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.