

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY DOWNLOADING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

TO SEE A DEMONSTRATION OF THE APP AND TO UNDERSTAND THE PROCESS PLEASE SEE OUR VIDEO ON OUR WEBSITE (WWW.PLEDJAR.COM) AND OUR FAQs ALSO ON OUR WEBSITE

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU WILL ENTER A BINDING LEGAL CONTRACT.

[SOLICITATION STATEMENT TO FOLLOW- By clicking “donate” on the App, you agree to the amount displayed on the screen as your “notifiable amount” that will be given to the charity of choice]

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

1 Who we are and what this agreement does

1.1 We Pledjar Ltd ("**Pledjar**") of 29a Stratford Office Village, Walker Avenue, Milton Keynes, Buckinghamshire, MK12 5TW license you to use:

1.1.1 [NAME OF APP AND VERSION] mobile application software and any documentation and/or data supplied with the software, (the **App**) and any updates or supplements to it; and

1.1.2 The service you connect to via the App as described on our website at [www.pledjar.com] (the **Website**) and the content we provide to you through it (the **Service**) in accordance with these terms.

1.2 These terms apply to donors and charities and unless expressly stated otherwise "you" means a donor or a charity using the Services provided on either the Website or App.

1.3 If you are a charity you agree to the additional Charity Terms and Conditions at clause 25 which govern the terms on which we provide the services to you.

2 Your privacy

2.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided on our website.

2.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3 API Service Providers

3.1 In order to provide donors with the Service we use the following API Service Providers:

3.1.1 ComplyAdvantage to verify a donors identity and complete the security processes when a donor signs up to use the App;

3.1.2 TrueLayer to obtain all necessary consents, authorities and information from a donor to access a chosen bank account on a view only basis in order to collect information about the transactions on a chosen bank account in order to provide the "round up" service <https://truelayer.com/>; and

- 3.1.3 Bottomline Technologies to process payments from a donor to the Charity. Bottomline Technologies are an FCA regulated firm
<https://www.bottomline.com/uk>
- 3.2 The ways in which you can use the App may also be controlled by the Google Play or the Appstore's rules and policies.
- 3.3 The API Service Providers may require you to comply with additional terms and conditions for the purpose of providing you with the Service.
- 3.4 If you do not meet the requirements of those API Service Providers then we cannot provide you with the Service.
- 3.5 We share personal data with the API Service Providers for the purpose of providing the Service in accordance with our privacy notice.
- 3.6 We charge a fee to the Charity for taking the donation on their behalf. We do not charge a fee to the donor.
- 3.7 We will pay a fee to the API Service Providers which will be a percentage of the fee charged to the Charity for using the Service.

4 **Terms of Service**

- 4.1 These terms of service (collectively, the "**Terms**") govern your use of the App and our Website and its associated services. Please read these Terms carefully. Your use of the App or Website and/or its associated services constitutes your assent to these Terms.
- 4.2 We may update these Terms from time to time. It is your responsibility to review these Terms wherever you access the App or Website. The latest version of these Terms will govern any future usage by you of the Website and its associated services. The date on which these Terms were last updated is stated at the end of this document.
- 4.3 You must be 18 or over to accept these terms and use the App.
- 4.4 The App and its associated services allow a donor to donate to for any charity listed on the Website. Every charity featured has an agreement with Pledjar authorising Pledjar to collect donations on its behalf. Charities are listed on the Website at Pledjar's discretion; however we are not responsible for the activities of any charity. A charity must have the appropriate authorisation, permit or licence to operate as a charity, as required by the local laws of the territory in which it operates.
- 4.5 For donors using the round up service [insert link to demo] we will:
 - 4.5.1 use data provided by TrueLayer to calculate the round ups of transactions made on your chosen bank account and make them available to you through the App as demonstrated in our FAQs and video. The round up service is not provided in priority to any other rounding up service or app;
 - 4.5.2 provide you with the opportunity to cap or pause donations [at any time];
 - 4.5.3 provide you with visibility of your round ups on a daily basis;
 - 4.5.4 provide you with a total figure of your round ups at the end of the day (subject to any cap you have selected) to allow you to choose the amount of your donation from that week;

- 4.5.5 give you the opportunity to check and confirm your donation before it is processed on behalf of your chosen charity. We will contact you on Sunday to confirm your donation. You will have not less than [3] days to confirm or change the amount donation and the charities you want to donate to; and
- 4.5.6 deduct the confirmed donation from your chosen bank account by direct debit.
- 4.6 We will provide donors with the opportunity to make one off donations to your chosen charity through the App.
- 4.7 Once you confirm the donation in accordance with clause 4.5.5, the transaction is final and not disputable unless unauthorised use of account or other payment method is proved. If you become aware of fraudulent use of your account, or if it is stolen, you must notify your bank in accordance with its reporting rules.
- 4.8 Once a donation has been made it cannot be refunded unless required by law or as set out in the Code of Fundraising Practice. In the event a donor's donation has been paid out and there are no funds available for a refund we will deduct the refund from the charity account and charge the charity for any bank charges incurred in processing the refund. Pledjar reserves the right to invoice or direct debit the charity for the amount of the refund and the charity must agree to settle that invoice within one (1) month of the date of the invoice.
- 4.9 Pledjar does not represent or warrant that your donations will be used for any particular purpose by the charity and shall not be responsible for any dissatisfaction you may have regarding a charity's use of any donation you make through the App powered by us or for any misuse or non-use of such donations by a charity. After donations are made, all further dealings are solely between you and the charity to which you donated.
- 4.10 Please note that charities may use any donation made via the App for their general purposes in accordance with their practices and rules. Pledjar shall not be responsible for ensuring that funds are earmarked for a particular appeal. If a donor wants a donation to be used for a specific purpose or for a particular appeal, you should contact the charity and make a donation directly to them.
- 4.11 Pledjar (or any payments processor or card brand we work with) will verify the identity of a charity and undertake any other necessary checks before any funds raised are transferred to the page owner. We have robust counter fraud processes in place. If you have any concerns over a charity's page on our App please contact support@pledjar.com

5 **UK Tax Payers only: Gift Aid and tax**

- 5.1 When a donor donates to a charity on the App or its associated services, a donor (i) confirms that they are a UK taxpayer in accordance with the requirements of the Gift Aid scheme as they apply from time to time and (ii) agrees that Pledjar may reclaim Gift Aid on behalf of the charity under the UK government's Gift Aid scheme.
- 5.2 Every charity that is a member of Pledjar has an agreement with Pledjar authorising it to reclaim Gift Aid on its behalf. Charities must be registered with the Charity Commission or exempt from registration for Pledjar to reclaim Gift Aid on their behalf. [Pledjar may also feature certain not-for-profit and other organisations, which are not eligible for Gift Aid reclaim. Such organisations are clearly listed on the [App] as not eligible for Gift Aid reclaim.]

6 **Support for the App and how to tell us about problems**

Support. If you want to learn more about the App, the Website or the Service or have any problems using them please take a look at our support resources at [NAME OF WEBSITE].

Contacting us (including with complaints). If you think the App, the Website or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@pledjar.com.

How we will communicate with you. If we have to contact you we will do so by email, [by SMS or by pre-paid post], using the contact details you have provided to us.

7 How you may use the App, including how many devices you may use it on

7.1 This App requires a smart phone device with a minimum of 40MB of memory

7.2 In return for your agreeing to comply with these terms you may:

7.2.1 download or stream a copy of the App and view, use and display the App and the Service on such devices for your personal purposes only. [In addition you may share the App and the Service in accordance with the rules set out in [LINK TO APPSTORE RULES ON FAMILY SHARING]].

7.2.2 provided you comply with clause 15, make one copy of the App for back-up purposes; and

7.2.3 receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

7.3 When you register with the App or Website and choose a password to protect your secure account, you are responsible for maintaining the confidentiality of that password to prevent others from gaining access to your personal information. This includes any tax other details you may have saved under your profile in order to claim tax or tax deductions in accordance with applicable laws and regulations. Claiming tax or tax deductions using someone else's taxpayer information is against the law. If you become aware of any unauthorised use of your account, we recommend that you change your password immediately and call our helpdesk on the telephone number [details].

7.4 Pledjar is not an accounting, taxation or financial advisor and you should not rely on information given on the App or its associated services to determine any consequences of making a donation to a charity.

8 You may not transfer the App to someone else

8.1 We are giving donors personally the right to use the App and the Service as set out above at clause 6 "HOW YOU MAY USE THE APP". [Whilst you may have sharing rights as set out at clause 7.2.1 above,] donors may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If donors sell any device on which the App is installed, donors must remove the App from it.

9 Changes to these terms

9.1 We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

9.2 We will give you at least [30] days' notice of any change by [sending you an SMS] with details of the change or notifying you of a change when you next start the App.

9.3 If you do not accept the notified changes you [may continue to use the App and the Service in accordance with the existing terms but certain new features may not be available to you OR will not be permitted to continue to use the App and the Service].

10 Update to the App and changes to the Service

10.1 From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

10.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

11 If someone else owns the phone or device you are using

11.1 If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

12 We may collect technical data about your device

12.1 By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

13 [We may collect location data (but you can turn location services off)]

[Certain Services will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on [LOCATION OF SETTINGS].]

14 We are not responsible for other websites you link to

14.1 The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

14.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

14.3 Pledjar may from time to time select partners offering relevant information and services that we believe will enhance the App. Whilst we will do our best to select a reputable partners, we are not responsible for any of the information or services offered by them, and if you choose to use their services, you do so at your own risk.

15 Licence restrictions

15.1 You agree that you will:

15.1.1 (except in the course of permitted sharing as set out in clause 6) not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;

- 15.1.2 not copy the App or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- 15.1.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- 15.1.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
 - (a) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
 - (b) is not used to create any software that is substantially similar in its expression to the App;
 - (c) is kept secure; and
 - (d) is used only for the Permitted Objective;
- 15.1.5 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

16 **Acceptable use restrictions**

16.1 You must:

- 16.1.1 not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- 16.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- 16.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- 16.1.4 not upload offensive, obscene, racist, defamatory, misleading or deceptive content, including photographs, on to the Website or App. Pledjar does not actively edit or monitor the Website or App but reserves the right to remove or edit any content posted on the Website or App or its associated services at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, offensive, obscene, racist, defamatory, misleading, deceptive or otherwise inappropriate. If you notice any such content, please email us at [email address];

- 16.1.5 not misrepresent your identity or affiliation with any other person or organization;
 - 16.1.6 not use the Website or App to send junk email or “spam” to people who do not wish to receive email from you;
 - 16.1.7 not use the Website to conduct, display or forward surveys, pyramid schemes or chain letters;
 - 16.1.8 not use the Website to conduct, display or forward raffles, lotteries or contests;
 - 16.1.9 not interfere with, or disrupt, the service or services or networks connected to the service and introduce any computer virus (including any variant or similar malicious code or instructions) to the Pledjar systems;
 - 16.1.10 not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - 16.1.11 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service;
 - 16.1.12 not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the site or any other web site;
 - 16.1.13 not attempt to bypass the network firewall;
 - 16.1.14 not use any party of the site which you are not authorized to use or devise ways to circumvent security in order to access part of the site which you are not authorized to access (includes scanning networks with intent to breach and/or evaluate security, whether or not the intrusion results in access);
 - 16.1.15 not use or attempt to use the site for any unlawful, criminal, or negligent purposes (includes password cracking, social engineering, denial-of-service attacks, harmful and malicious destruction of data, and intentional invasion of privacy);
 - 16.1.16 not disclose any information relating to any donor except with the consent of the donor or as permitted by applicable local laws.
- 16.2 Pledjar reserves the right to cancel your access and delete your page or account without notice in the event you fail to follow any of the above rules. Pledjar may also suspend or delete a page if the relevant charity is no longer receiving donations via Pledjar or is no longer active.

17 Intellectual property rights

- 17.1 All intellectual property rights in the App and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms.
- 17.2 The name Pledjar, the Pledjar logo and any other product and service names that we may present on the Website or App or its associated services from time to time may not be used in connection with any product or service that is not Pledjar's, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit Pledjar. Other trademarks, service marks or logos that appear on the Website or App or its associated

services, in particular (but not exclusively) those of charities. They must not be used without the express permission of both Pledjar and the trademark owner.

- 17.3 All content on the Website and App and its associated services is owned by Pledjar, our charities or other original providers, and is protected by the applicable intellectual property and proprietary rights and laws. You may copy content for your own personal, non-commercial use provided you do not alter it or remove any copyright, trade mark or other proprietary notice, and that your usage complies with any requests you may receive from any person with rights in that content. No other use of the Website's and App's and its associated services' content is permitted without the express prior permission of Pledjar, and, where applicable, the copyright holder.

18 Prohibition on data extraction and distribution

- 18.1 By visiting or using the Website and App or any of its associated services, you agree not to (and not to use any tool, program, script, browser extension or other technique, including bots, robots, spiders and scrapers and any similar tools or methods, in order to): (i) copy (except as authorised by these Terms), mirror, frame, index, scrape, mine or otherwise gather or extract any of the content or data from the Website and App or its associated services; or (ii) sell or distribute any data which is gathered or extracted in breach of these Terms, or which is based on or derived from any such data. Pledjar may take any measures it sees fit to block access to the Website and its associated services where it believes that these Terms have been or will be breached. You agree that you will not take any steps to try to circumvent these measures and that you will not take any steps to mask your IP address. You acknowledge and agree that where there is any actual or threatened breach of these Terms, damages may be an inadequate remedy and Pledjar shall be entitled, without prejudice to any other rights and remedies it may have, to seek an injunction or any other equitable relief for such breach. Pledjar may also request that you destroy any data you have gathered or extracted in breach of these Terms and you agree that you will comply with such request promptly and certify the same.

19 Our responsibility for loss or damage suffered by you

- 19.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.
- 19.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 19.3 **When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 19.4 **We are not liable for business losses.** If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 19.5 **Limitations to the App and the Services.** The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 19.6 **Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.
- 19.7 **Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the Appstore) meet your requirements.
- 19.8 **We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

20 **Disclaimer and Limitation of Liability**

- 20.1 You agree that your use of the Website or App and its associated services is on an "as is" and "as available" basis and that your use of the Website or App and its associated services is at your sole risk. Pledjar does not warrant or guarantee continuous uninterrupted or secure access to our services and operation of the Website or App and associated services may be interfered with by numerous factors outside of our control. On that basis, except as expressly set out in these Terms and except for the rights, guarantees and remedies which cannot be excluded, Pledjar does not provide other conditions, guarantees, warranties or terms in relation to the Website or App or its associated services, to the extent permissible by law. Pledjar shall undertake general maintenance and upkeep of the Website and App from time to time. During these periods, the Website and App and its associated services may not be available for use. In exceptional circumstances, the Website and App and associated services may also become unavailable at other times.

21 **We may end your rights to use the App, Website and the Services if you break these terms**

- 21.1 We may end your rights to use the App, Website and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.
- 21.2 If we end your rights to use the App, Website and Services:
- 21.2.1 You must stop all activities authorised by these terms, including your use of the App, Website and any Services.
 - 21.2.2 You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

21.2.3 We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

22 General

- 22.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 22.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 22.3 **No rights for third parties.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 22.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 22.5 **Even if we delay in enforcing this contract, we can still enforce it later.** Even if we delay in enforcing this contract, we can still enforce it later. 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 this contract, 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.

23 Which laws apply to this contract and where you may bring legal proceedings.

- 23.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

24 Alternative dispute resolution

- 24.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to [NAME OF ADR ENTITY] via their website at [WEBSITE ADDRESS]. [[NAME OF ADR ENTITY] will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.] In addition, please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform.

25 Additional terms for Charity page creators

- 25.1 If you are a charity which has created a Pledjar page on the App the following terms, you must enter a Professional Fundraising Agreement with Pledjar in addition to the core terms of service above, will apply to your dealings with Pledjar and your use of the Website and App and associated services. To the extent there is any conflict between these additional terms and the core Terms, these additional terms will prevail.

25.2 Donations

25.2.1 Pledjar will:

- (a) operate the App so that donors can make online donations via our payment service provider; and
- (b) pay out by bank transfer to your bank account provided that you have passed the identity verification and other necessary checks.

25.3 Support and Donation Acknowledgements

25.3.1 Pledjar will respond [either by email or as appropriate to donors' and fundraisers' enquiries received by Pledjar in accordance with the Contact Us page on the website.

25.3.2 Pledjar does not review or exercise any editorial control over the content on your page. In the event that Pledjar is made aware of or has knowledge of any unlawful activity or information on the Website or App, Pledjar shall act to remove or disable access to the information. Pledjar shall not be liable to you as a result of its role hosting your page on the App.

Last updated 16th March 2020