**UK/EU AGREED TERMS**

**1. Interpretation**

1.1 The following definitions and rules of interpretation apply in these terms and conditions:

**1** **Affiliate**: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

2 **Applicable Data Protection Laws**: all Applicable Laws relating to the protection of personal data and the privacy of individuals, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and all successive legislation.

**3** **Applicable Laws**: all applicable laws, statutes, regulations from time to time in force.

**4** **Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, as further described in clause 2.2(d).

**5** **Available Services**: the services listed in GivePanel's Website.

**6** **Business Day**: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**7** **Business Hours**: the period from 9.00 am to 5.00 pm UK time on any Business Day in the UK.

**8** **Change Control Note**: the written record of any Change agreed or to be agreed by the parties under 8.

9 **Change**: a change to the scope, nature, volume or execution of the Available Services or Services under these terms and conditions.

10 **Charges**: the fees payable for the Services, as described in each Order Form and any additional charges incurred by the Customer pursuant to the terms of these terms and conditions which shall include but are not limited to the Usage Fees and Overage Fees.

**11** **Confidential Information**: GivePanel's operations, products, processes, trade secrets or know-how. It does not include information that:

11a) is developed by or for the recipient independently of the information disclosed by the discloser; or

11b) is or becomes generally available to the public (other than as a result of the recipient's breach);

11c) was available to the recipient on a non-confidential basis before disclosure by the discloser;

11d) was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the discloser or otherwise prohibited from disclosing the information to the recipient;

11e) the parties agree in writing is not confidential or may be disclosed.

12 **Contract Manager**: the Customer Contract Manager or GivePanel's Contract Manager, as the case may be.

13 **Contract:** the Order Form accepted by GivePanel from the Customer for the supply of the Services in accordance with these terms and conditions.

14 **control**: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls** and **controlled** shall be interpreted accordingly.

15 **CPI:** Consumer Price Index

16 **Customer Contract Manager**: the Customer's principal point(s) of contact for managing these terms and conditions on behalf of the Customer.

**17** **Customer Materials**: all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to GivePanel in connection with the Services, including the items provided pursuant to 7.1(b).

18 **Customer Personal Data**: any personal data which GivePanel processes in connection with these terms and conditions on behalf of the Customer.

**19** **Deliverables**: the output(s) of the Services to be provided by GivePanel to the Customer as specified in an Order Form and other materials developed or provided by GivePanel for the Customer in the performance of the Services (excluding GivePanel Equipment).

**20** **Enablement Fees:** the enablement fee or overage fee in relation to the Campaigns and DIY Products (as provided for in the relevant schedule and Order Form) being a fee which shall be applied to the amount of funds raised, or number of donations raised, by the Customer in excess of the applicable limit as specified in the Order Form **GivePanel:** GivePanel Ltd, a company registered in England and Wales with company number 04648232.

21 **GivePanel Contract Manager**: GivePanel's principal point(s) of contact for managing these terms and conditions on behalf of GivePanel.

22 **GivePanel's Data Protection Policy:** the data protection policy available on GivePanel's Website.

23 **GivePanel Group Member**: GivePanel or any of its Affiliates.

24 **GivePanel Personnel**: all employees, workers, agents, consultants, contractors and other representatives of GivePanel, or any of its subcontractors, who are engaged in the performance of these terms and conditions from time to time, and **GivePanel Person** means any of them.

**25** **GivePanel's Website:** *https://givepanel.com/*

26 **Intellectual Property Rights**: patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, or to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

27 **Losses**: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, awards, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

**28** **Order Form**: a statement of work describing the Services provided by GivePanel.

**29** **Overage Fees:** the Enablement Fees.

**30** **Reference Charges**: the standard charges for the Available Services which, as applicable shall include any Subscription Fees, Usage Fees and Overage Fees.

**31** **Services**: those of the Available Services set out in the Order Form.

32 **Shared Personal Data**: any personal data which GivePanel receives from the Customer, or otherwise collects, in connection with the performance of these terms and conditions and processes in the capacity of a controller.

33 **Subscription:** the subscription service specified in the Order Form.

34 **Subscription Fees:** the annual subscription fee payable by the Customer to GivePanel for the Services as set out in the Order Form.

35 **Subscription Term:** the subscription term specified in the Order Form.

36 **Third Party Materials**: all documents, information, software, items and other materials in any form belonging to a third party which GivePanel uses in connection with the Services.

37 **UK GDPR**: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 and all successive legislation.

**38** **User Subscriptions:** the user subscriptions purchased by the Customer pursuant to clause  which entitle Authorised Users to access and use the Services in accordance with this agreement.

**39** **VAT**: value added tax or any equivalent tax chargeable in the UK or elsewhere.

**Virus**: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability the Services, and the term Vulnerabilities shall be interpreted accordingly.

**Usage Fees:** in relation to the Events product (as provided for in the relevant schedule and Order Form) the consumption-based charges payable by the Customer as specified in the relevant schedule or Order Form.

1.2 Clause, Schedule and paragraph headings do not affect the interpretation of these terms and conditions.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of these terms and conditions and have effect as if set out in full in the body of these terms and conditions. Any reference to these terms and conditions includes the Schedules.

1.5 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.7 This agreement is binding on, and enures to the benefit of, the parties to these terms and conditions and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) includes all subordinate legislation made from time to time.

1.9 A reference to **writing** or **written** excludes fax but not email.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 A reference to **these terms and conditions** is a reference to these terms and conditions.

1.12 References to clauses and Schedules are to the clauses and Schedules of these terms and conditions and references to paragraphs are to paragraphs of the relevant Schedule.

1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

**2. Basis of contract**

2.1 The Order Form constitutes an offer by the Customer to purchase the Services in accordance with these terms and conditions.

2.2 The Order Form shall only be deemed to be accepted when GivePanel issues written acceptance of the Order Form at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, examples, videos or advertising issued by GivePanel and any descriptions or illustrations contained on GivePanel website or catalogues are issued for the sole purpose of giving them an idea of the Services described in them. They shall not form part of these terms and conditions or have any contractual force.

2.4 These terms and conditions shall apply to the Contract to the exclusion of any other terms, including any that are otherwise specified in the Order Form.

**3. Scopes of Service and Subscription**

3.1 The Customer and GivePanel may, from time to time, enter into additional Services. Each Order Form shall constitute a separate Contract and shall be subject to the terms of these terms and conditions.

3.2 Each Order Form shall be agreed in the following manner:

(a) the Customer shall complete the Order Form for the Available Services;

(b) following receipt of the Order Form, GivePanel shall, as soon as reasonably practicable either:

(i) inform the Customer that it declines to provide the requested Available Services; or

(ii) in the absence of a completed Order Form, request further details from the Customer; or

(iii) confirm to the Customer that the Order Form has been accepted and both parties shall sign the Order Form.

3.3 Once an Order Form has been agreed and signed by the parties, no amendment shall be made to it except in accordance with 8.

3.4 Each Order Form forms part of these terms and conditions and is not a separate contract. The terms of an Order Form only apply to the Services performed under that Order Form and not to Services performed under any other Order Form.

3.5 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.6 and clause 3.7 the restrictions set out in this clause 3 and the terms and conditions of this agreement, GivePanel grants the Customer the licences to access and use the Services during the Subscription Term specified in the Order Form solely for the Customer's business operations.

3.6 In relation to the Authorised User, the Customer undertakes to GivePanel that:

(a) maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

(c) each Authorised User shall keep a secure password for their use of the Services and that each Authorised User shall keep their password confidential;

3.7 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property and GivePanel reserves the right without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.8 The Customer shall not:

(a) except to the extent expressly permitted under these terms and conditions attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, the Services (as applicable) in any form or media or by any means; or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or

(b) access all or any part of the Services in order to build a product or service which competes with the Services; or

(c) parties; or

(d) use the Services to provide services to third parties, unless expressly permitted otherwise by GivePanel under the terms of these terms and conditions; or

(e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users

(f) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; or

(g) introduce or permit the introduction any Virus or Vulnerability into the Services or GivePanel's network and information systems.

3.9 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify GivePanel.

**4. Overage, Usage and Auto-renewal**

4.1 The Customer acknowledges and agrees that where applicable, they shall pay the Usage Fees, Overage Fees and Enablement Fees in accordance with clause 9. Charges for the Usage Fees and Enablement Fees shall be calculated by reference to the Scope of Service provided for in the Order Form and the actual usage of the Service. For the avoidance of doubt, the Usage Fees and Enablement Fees are payable notwithstanding the existence of a current Subscription where the Customer exceeds the applicable limits.

4.2 Subject to clause 17 (Termination) and unless otherwise specifically provided for in the Order Form (which must include specific reference to clause 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 and 4.8 (as applicable)), any Subscription shall automatically renew for successive periods of twelve (12) months (each "**Renewal Term**") immediately following the expiry of the initial Subscription Term as specified in the Order Form, unless either party gives written notice to the other of non-renewal no later than ninety (90) days before:

(a) the end of the term specified in the Order Form; or

(b) the end of Renewal Term.

4.3 Upon renewal of the Subscription Term, GivePanel reserves the right to increase subscription fees by up to 7% or in line with the CPI whichever is higher. If an increase is planned, GivePanel will notify the Customer at least 30 days before the renewal date, unless otherwise mutually agreed in writing by the parties prior to the commencement of the relevant Renewal Term

4.4 The scope of the Services, the number of Authorised Users, usage limits and any ancillary services in a Renewal Term shall be as set out in the Order Form applicable to the expiring term, unless varied by mutual written agreement no later than 30) days before the start of the Renewal Term.

4.5 If the Customer has increased its usage, number of Authorised Users, modules or service tiers during the then-current term, the Subscription shall renew to include such increased levels for the Renewal Term, and the corresponding Fees shall apply.

4.6 Any promotional, trial, or discounted pricing applicable during the Initial Subscription Term shall not apply in any Renewal Term unless expressly stated in the Order Form or otherwise agreed in writing by the parties before renewal.

4.7 GivePanel shall provide the Customer with a renewal reminder notice at least 120 days prior to the end of the then-current term setting out the proposed Renewal Term, applicable Fees, and any material changes to the Subscription. Failure to provide such reminder shall not prevent auto-renewal but shall extend the Customer's deadline for non-renewal notice to 30 days from the date of the reminder, provided that such extension does not extend beyond the start date of the Renewal Term without GivePanel's written consent

4.8 Where Customer gives timely notice of non-renewal in accordance with clause 4.1, the Subscription shall expire at the end of the term specified in the Order Form without further liability, save for fees and charges properly accrued up to the expiry date.

4.9 If the Customer fails to pay undisputed Fees by their due date within 60 days of the then-current term, GivePanel may, at its option, decline auto-renewal on written notice, without liability.

4.10 Any renewal is conditional upon continued compliance with these terms and conditions. GivePanel may refuse renewal where there has been a material breach by the Customer which remains unremedied at the renewal date, on written notice to the Customer.

4.11 Nothing in clause 4.10 shall limit GivePanel's rights and remedies in respect of unauthorised and excessive use.

**5. Third party providers**

5.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it

does so solely at its own risk. GivePanel makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not GivePanel. GivePanel recommends that the Customer refers to the third party's website terms and conditions and privacy notice prior to using the relevant third-party website. GivePanel does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

**6. GivePanels responsibilities**

6.1 GivePanel shall use reasonable endeavours to provide the Services specified in the Order Form to the Customer in accordance with the terms and conditions in all material respects save in the following circumstances:

(a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

(b) unscheduled maintenance performed outside normal business hours, provided that GivePanel has used reasonable endeavours to give the Customer at least 6 business hours' advance notice.

6.2 GivePanel shall perform the Services with reasonable skill and care in accordance with the generally recognised standards and practices in its industry.

6.3 GivePanel shall perform the Services in a timely and professional manner. GivePanel shall use reasonable endeavours to meet any performance dates specified in the Order Form but these dates are estimates only. Time is not of the essence for the performance of any of GivePanel's obligations in these terms and conditions.

6.4 GivePanel shall obtain and maintain all licences, consents and permissions needed to supply the Services accordance with these terms and conditions, excluding any licences, consents and permissions that the Customer is expressly responsible for obtaining or maintaining under these terms and conditions or should reasonably be responsible for obtaining and maintaining.

6.5 GivePanel does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services, and/or the information obtained by the Customer through the SaaS Services will meet the Customer's requirements.

6.6 GivePanel is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data (where such data does not amount to Personal Data) over communications networks and facilities, including the internet, and the Customer acknowledges that the SaaS Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

**7. Customer responsibilities**

7.1 The Customer shall:

(a) co-operate with GivePanel in all matters relating to the Services and ensure that its customers and other suppliers co-operate with GivePanel where reasonably necessary);

(b) provide GivePanel, in a timely manner, with all information and materials reasonably required by GivePanel to provide the Services, including the items specified in the Order Form, and ensure that they are accurate and complete;

(c) obtain and maintain all licences, consents and permissions that are necessary to enable GivePanel to provide the Services, including all licences, consents and permissions otherwise stated as being the Customer's responsibility in the Order Form;

(d) provide clear and prompt feedback on draft deliverables submitted by GivePanel to the Customer;

(e) respond promptly to any reasonable requests from GivePanel for instructions or approvals required to provide the Services;

(f) ensure that any customisation of the Available Services, to the extent permitted by GivePanel, is implemented in full compliance with all Applicable Data Protection Laws;

(g) comply with any additional responsibilities of the Customer set out in the relevant Order Form.

7.2 GivePanel shall not be liable for any Losses incurred by the Customer as a result of using draft deliverables as finished work without GivePanel's prior written approval.

7.3 To the extent that GivePanel's performance of its obligations under these terms and conditions is prevented or delayed by any act or omission of the Customer or any of its agents, consultants or other suppliers (**Excusing Cause**), GivePanel will not be in breach of these terms and conditions nor liable for any Losses incurred by the Customer as a result of its performance being prevented or delayed. Without prejudice to any other right or remedy it may have, GivePanel shall be:

(a) allowed an extension of time to perform its obligations equal to the delay caused by the Excusing Cause; and

(b) entitled to recover any Losses incurred as a result of the Excusing Cause, including Charges unpaid due to its performance being prevented or delayed.

**8. Change control**

8.1 The Customer may submit a written request for Change to GivePanel in accordance with this 8 but no proposed Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.

8.2 If the Customer wishes to make a Change:

(a) it shall submit a written request to GivePanel and provide as much detail as GivePanel reasonably requires, including the timing of the proposed Change, to draft a Change Control Note; and

(b) GivePanel shall, as soon as reasonably practicable after receiving the information at 8.2(a), provide a Change Control Note to the Customer.

8.3 Change of Control

8.4 GivePanel may charge for the time it spends on preparing and negotiating Change Control Notes where the Customer has requested the Change under 8.2. GivePanel shall charge for its time on a time and materials at their reasonable discretion.

**9. Charges and payment**

9.1 In consideration of the provision of the Services by GivePanel, the Customer shall pay the Charges specified in the Order Form. If no schedule is specified, Give Panel shall invoice the Customer for:

(a) the Subscription Fees for the Subscription Term upon GivePanel's acceptance of the Order Form and the Customer shall pay the invoice immediately and in any event within 14 days;

(b) the Usage Fees monthly in arrears and the Customer shall pay the invoice within 14 days of the invoice date;

(c) the Overage or Enablement Fees on a quarterly basis and the Customer shall pay the invoice within 14 days of the invoice date;

(d) interest on any late payments which shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment;

(e) any additional fees incurred under these terms and conditions monthly in arrears and the Customer shall pay the invoice within 14 days of the invoice date.

9.2 The Customer shall pay each invoice submitted to it by GivePanel within the dates specified at clause 9.1 to a bank account nominated in writing by GivePanel from time to time.

9.3 Where the Customer disputes the invoices issued pursuant to clause 9.1(b), 9.1(c) and/or 9.1(d) GivePanel reserves the right to terminate this agreement in accordance with clause 17.

9.4 Where the Customer fails to pay the invoice in accordance with clause 9.1, GivePanel shall be entitled to charge the Customer £30.00 (being the reasonable administrative costs) for dealing with any late payment, suspension and reactivation of the Customer's account.

9.5 GivePanel may increase the Reference Charges and any Charges not calculated in accordance with the Reference Charges on an annual basis by up to 7% or in line with the CPI (whichever is higher). GivePanel shall give the Customer not less than 30 days' prior notice of each increase in the Reference Charges or Charges.

9.6 Any increase in the Reference Charges shall affect:

(a) the Charges (to the extent that they are calculated in accordance with the Reference Charges) in Scopes of Service in force at the date the increase takes effect; and

(b) the calculation of the Charges for Scopes of Service entered into after the date the increase takes effect.

9.7 Without prejudice to any other right or remedy that GivePanel may have, if the Customer fails to pay GivePanel any sum due under these terms and conditions on the due date GivePanel may suspend all or part of the Services until payment has been made in full.

9.8 All sums payable to GivePanel under these terms and conditions:

(a) shall be payable in GBP (£);

(b) are exclusive of VAT, and the Customer shall, in addition, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(c) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any deduction or withholding is required by law, the Customer shall pay to GivePanel such amount as will, after the deduction or withholding has been made, leave GivePanel with the same amount as it would have been entitled to receive in the absence of a requirement to make a deduction or withholding.

**10. Intellectual property rights**

10.1 GivePanel and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding any Customer Materials contained within them.

10.2 Subject to 10.4, GivePanel grants to the Customer a non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and Deliverables in its business.

10.3 The Customer shall not sub-license the rights granted in 10.2.

10.4 The Customer acknowledges that GivePanel may need to include Third Party Materials which cannot be licensed on the terms of 10.2 within the Deliverables. GivePanel shall grant to the Customer a licence (at the Customer's cost) to use any Third Party Materials as permitted by the third party. The Customer shall comply with the terms (including any usage restrictions) that apply to the Third Party Materials.

10.5 The Customer acknowledges and agrees that GivePanel and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

10.6 GivePanel confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these terms and conditions.

**11. Contract management and governance**

11.1 The parties shall appoint its Contract Manager(s) to:

(a) oversee the delivery and receipt of the Services on a day-to-day basis; and

(b) be the principal point(s) of contact for the other party in connection with managing the relationship between the parties in respect of these terms and conditions.

11.2 Each party's Contract Manager(s) shall have the authority to make decisions and act on its behalf in connection with the operation of these terms and conditions (including by signing Change Control Notes).

11.3 If any person that is not identified as a Customer Contract Manager gives any instruction in connection with these terms and conditions, GivePanel is not obliged to carry out that instruction unless and until authorisation is subsequently obtained from a Customer Contract Manager.

**12. Compliance with laws and policies**

12.1 In performing its obligations under these terms and conditions the Customer shall comply with all Applicable Laws

**13. Data protection**

13.1 For the purposes of this 13, the terms **Commissioner**, **controller**, **data subject**, **personal data**, **personal data breach**, **processor** and **processing** shall have the meaning given to them in Applicable Data Protection Laws.

13.2 Each party shall comply with all Applicable Data Protection Laws in its processing of personal data under or in connection with these terms and conditions. This 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

13.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:

(a) GivePanel shall process the personal data set out in GivePanel's Data Protection Policy as processor on behalf of the Customer; and

(b) GivePanel shall act as an independent controller in relation to the personal data and processing activities set out in GivePanel's Data Protection Policy

13.4 Without prejudice to the generality of 13.2, the Customer shall ensure that it has all necessary consents and notices in place to enable the Shared Personal Data and Customer Personal Data to be lawfully transferred to or collected by GivePanel ,and further processed by GivePanel, in connection with the performance of these terms and conditions.

13.5 In relation to the Customer Personal Data, each Order Form sets out the scope, nature and purpose of processing by GivePanel, the duration of the processing and the types of personal data and categories of data subject.

13.6 Without prejudice to 13.2, GivePanel shall, in relation to Customer Personal Data:

(a) process that Customer Personal Data only in accordance with GivePanel's Data Protection Policy as applicable unless GivePanel is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**). Where GivePanel is relying on Applicable Laws as the basis for processing Customer Personal Data, GivePanel shall notify the Customer of this before performing the processing unless prohibited from doing so by those Applicable Laws. GivePanel shall inform the Customer if, in the opinion of GivePanel, the instructions of the Customer infringe Applicable Data Protection Laws. GivePanel may suspend the provision of the Services until the parties have agreed revised instructions which are not infringing;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful

processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. The Customer acknowledges that it has reviewed the measures set out in GivePanel's Data Protection Policy and confirms they are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss or destruction of, or damage to, the Customer Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Customer Personal Data as well as the risks to individuals;

(c) ensure that any GivePanel Personnel authorised by GivePanel to process Customer Personal Data are obliged to keep that personal data confidential;

(d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to GivePanel), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner or other regulators;

(e) notify the Customer as soon as reasonably practicable on becoming aware of a personal data breach;

(f) upon the occurrence of any of the following:

(i) the Customer's written direction to delete all Customer Personal Data; or

(ii) when the Customer Personal Data is no longer needed to perform the Services; or

(iii) the termination or expiry of these terms and conditions (unless GivePanel is required by Applicable Law to continue to process such Customer Personal Data)

GivePanel shall, at the Customer's option, delete or return the Customer Personal Data to the Customer and delete existing copies, unless Applicable Law requires storage of the Customer Personal Data.

Prior to such deletion, GivePanel may irreversibly anonymise Customer Personal Data so that it no longer constitutes personal data under Applicable Data Protection Laws, and GivePanel may retain and use such anonymised and aggregated data for analytics, benchmarking, service improvement and commercial modelling purposes, provided that such data does not identify, and cannot reasonably be used to identify, any individual or the Customer.

13.7 The Customer acknowledges and agrees that:

(a) GivePanel may aggregate and/or anonymise Customers Personal Data, and may create aggregated or anonymised data, for the purposes of data aggregation, platform usage analysis, service improvement, benchmarking and analytics in support of the commercial model, including charges calculated by reference to:

(i) number of donations processed,

(ii) gross aggregated donation volumes,

(iii) number of registrations, and

(iv) gross registration or ticketing revenue processed; and

(b) GivePanel shall ensure that any aggregated or anonymised data does not identify, and cannot reasonably be used to identify, any individual or the Customer, and that appropriate technical and organisational measures are applied to maintain anonymisation.

13.8 For the purposes of this clause 13, aggregated or anonymised data means data originally derived from personal data that has been combined with other data or irreversibly de-identified so that it does not relate to an identified or identifiable natural person and cannot reasonably be re-identified by GivePanel or any third party, taking account of the means reasonably likely to be used.

13.9 The Customer provides its prior, general authorisation for GivePanel to:

(a) appoint processors to process the Customer Personal Data, provided that GivePanel:

(b) ensures that the terms on which it appoints any processor comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on GivePanel in this 13;

(c) remains responsible for the acts and omissions of any processor as if they were the acts and omissions of GivePanel; and

(d) informs the Customer of any intended changes concerning the addition or replacement of processors, giving the Customer the opportunity to object to changes, provided that if the Customer

objects to a change and cannot demonstrate, to GivePanel's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify GivePanel for any Losses incurred by GivePanel in accommodating the objection; and

(e) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that GivePanel shall ensure that all transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of GivePanel, including any request to enter into standard data transfer clauses adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer) or any other applicable data protection regulator.

**14. Service enhancement**

14.1 GivePanel may from time to time modify, update, or enhance the Services, provided that such changes do not result in a material reduction in the overall functionality of the Services as made available to the Customer under the Order Form. For the purposes of this clause, a "**material reduction in overall functionality**" means a reduction that materially impairs the core capabilities of the Services used by the Customer in the ordinary course of business.

14.2 GivePanel may implement routine, operational, or security-related changes without prior notice. Where GivePanel makes a change that is reasonably likely to have a non-trivial impact on the manner in which the Customer accesses or uses the Services, GivePanel will use reasonable endeavours to provide advance notice and, where practicable, guidance regarding any necessary adaptations.

**15. Confidentiality**

15.1 The Customer shall keep GivePanel's Confidential Information secret and confidential and shall not:

(a) use that Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with these terms and conditions (**Permitted Purpose**); or

(b) disclose that Confidential Information in whole or in part to any person, except as permitted by 15.2.

15.2 The Customer may disclose GivePanel's Confidential Information:

(a) to those of its employees, officers, representatives, independent contractors, subcontractors and advisers who need to know that information for the Permitted Purpose (**Representatives**). Each party shall procure that its Representatives comply with confidentiality obligations which are substantially equivalent to those in this 15; and

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

15.3 The Customer shall not disclose GivePanel's Confidential Information to any competitor of GivePanel.

15.4 The provisions of this 15 shall continue to apply for a period of seven years after termination or expiry of these terms and conditions.

**16. Limitation of liability**

16.1 The following definitions apply in this 16:

**Contract Value:** means the total fees and charges payable by the Customer to GivePanel under these terms and conditions excluding VAT and any reimbursable expenses, as specified in the Order Form for the term specified in said Order Form.

**default**: any act or omission resulting in one party incurring liability to the other; and

**liability**: every kind of liability arising under or in connection with these terms and conditions including liability in contract, tort (including negligence), or otherwise.

16.2 Nothing in these terms and conditions limits or excludes:

(a) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;

(b) liability for fraud or fraudulent misrepresentation;

(c) liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

(d) any liability that cannot legally be limited;

16.3 GivePanel's total aggregate liability to the Customer arising out of or in connection with these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, restitution, misrepresentation or otherwise shall not exceed the Contract Value.

16.4 GivePanel shall not have any liability to the Customer for:

(a) loss of profits (including loss of savings); or

(b) loss of business or business opportunity;

(c) loss of use or corruption of software, data or information;

(d) loss of or damage to goodwill; or

(e) indirect or consequential loss.

16.5 The Customer shall indemnify GivePanel for all Losses including loss of profit (and loss of savings), loss of business or business opportunity, loss of use or corruption of software, data or information, loss of or damage to goodwill, indirect or consequential loss that may or are incurred as a result of the Customers breach of these terms and conditions.

16.6 GivePanel has given commitments as to compliance of the Services with relevant specifications in 6. In view of these commitments, all conditions, warranties, representations or other terms that might otherwise be implied into these terms and conditions are, to the fullest extent permitted by law, excluded from these terms and conditions, including the conditions and term implied by sections 3 to 5 and 13 of the Supply of Goods and Services Act 1982.

**17. Termination**

17.1 Without affecting any other right or remedy available GivePanel, GivePanel may terminate these terms and conditions with immediate effect by notifying the Customer:

(a) That the Customer committed a material breach of any term of these terms and conditions that:

(i) is not capable of remedy; or

(ii) if capable of remedy, is not remedied within a period of 10 days after being notified to do so;

(b) the Customer repeatedly breaches any of the terms of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these terms and conditions;

(c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in section 123(1)(e) or 123(2) of the IA 1986;

(d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) the Customer applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer;

(h) the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

(i) GivePanel becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;

(j) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customers assets;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 17.1(c) to 17.1(j) (inclusive);

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these terms and conditions is in jeopardy.

17.2 Without affecting any other right or remedy available to it, GivePanel may terminate these terms and conditions with immediate effect by notifying the Customer if the Customer fails to pay any amount due under these terms and conditions by the due date for payment.

17.3 Either party may terminate these terms and conditions where it has the right to do so under 19.4.

**18. Obligations on termination**

18.1 On termination of these terms and conditions:

(a) the Customer shall immediately pay to GivePanel all of GivePanel's unpaid invoices and interest and, where no invoice has been

submitted for Services supplied, GivePanel may submit an invoice, which shall be payable immediately on receipt**;**

(b) each party shall, unless otherwise agreed in writing by the other party, return to the other materials and other property in its possession or control that belong to the other party and were supplied in connection with these terms and conditions; and

(c) GivePanel shall comply with the requirements of 13.6(f) in relation to Customer Personal Data.

**19. Force majeure**

19.1 **Force Majeure Event** means any circumstance not within GivePanel's reasonable control including acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination, or sonic boom; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts and non-performance by suppliers or subcontractors; and interruption or failure of utility service.

19.2 GivePanel shall not be liable for any failure or delay in performing any of its obligations under these terms and conditions for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event.

19.3 GivePanel shall:

(a) promptly notify the other party of the start of a Force Majeure Event; and

(b) use all reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

19.4 If GivePanel has not resumed full performance of any of its obligations suspended under 19.2 within 30 days after giving notice of the start of the Force Majeure Event, GivePanel may terminate these terms and conditions by giving 14 days' notice to the Customer, provided that it exercises this right within 7 days of it arising.

**20. Notices**

20.1 Any notice given to a party under or in connection with these terms and conditions shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service to the registered address of said party (or a substitute address notified by that party to the other party); or

(b) sent by email to the following address (or a substitute email address notified by that party to the other party):

(i) for notices to the Customer: the email address in the Customers Order Form;

(ii) for notices to GivePanel: info@givepanel.com

20.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission or, if this time falls outside Business Hours, when business hours resume.

20.3 This 20 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**21. General**

21.1 The Order Form and these terms and conditions may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

21.2 The Customer shall not and shall ensure that the Customer's personnel shall not without the prior written consent of GivePanel advertise or publicly announce that they are undertaking work for GivePanel, nor make any public statement in respect of GivePanel, or any of their customers, directors, officers, employees, associates, agents, representatives, sub-contractors, consultants or any of GivePanel's or GivePanel's business arrangements or any of the information obtained by the Customer throughout the period of these terms and conditions unless otherwise authorised in writing by GivePanel.

21.3 Unless otherwise permitted by these terms and conditions, each party shall bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this terms and conditions and any documents referred to in it.

21.4 Unless it expressly states otherwise these terms and conditions does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions. The rights of the parties to rescind or vary these terms and conditions are not subject to the consent of any other person.

21.5 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

21.6 If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of any Order Form, the provisions of these terms and conditions shall prevail (unless the parties expressly state otherwise in the "Special Terms" section of an Order Form).

21.7 These terms and conditions and the Order Form constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

21.8 The Customer acknowledges that in entering into these terms and conditions it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of these terms and conditions.

21.9 The Customer shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms and conditions without the prior written consent of GivePanel. GivePanel may subcontract or delegate any or all of its obligations under these terms and conditions to any third party, provided that it remains responsible for the performance of these terms and conditions and liable for all acts and omissions of third parties to which it subcontracts or delegates obligations as if they were its own. GivePanel may at any time assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms and conditions.

21.10 On termination of these terms and conditions as a whole, all existing Services all terminate automatically. However, the termination of any individual Service only will not affect the operation of these terms and conditions or any other Services. Any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination of these terms and conditions shall remain in full force and effect, including, 10, 13.6(f), 15, 16 and this 18.

21.11 Termination of these terms and conditions shall not affect any rights, remedies, obligations or liabilities GivePanel has accrued up to the date of termination, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination.

21.12 Subject always to clause 21.13, no variation by the Customer of the Order Form and these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives) and expressly states that it is amending these terms and conditions.

21.13 GivePanel, acting reasonably, may make unilateral updates to these terms and conditions and the policies incorporated by reference to the extent necessary reflect changes in applicable law or regulatory requirements, to address security or data protection developments, to improve or modify the Services without materially reducing their overall functionality, performance or security, or to clarify drafting without adversely affecting the Customer's rights or obligations in any material respect. GivePanel shall give the Customer not less than 15 days prior notice by email of such changes. The Customer acknowledges and agrees that a shorter notice period may be given where GivePanel are required to comply with Applicable Laws, address urgent security or compliance risks or remedy a material error, in such case GivePanel shall give as much notice as reasonably practicable. Any unilateral update made in accordance with this clause shall be deemed to form part of these terms and conditions or the relevant policy document unless specified otherwise.

21.14 A waiver of GivePanels' right or remedy under these terms and conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by GivePanel to exercise any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**22. Governing law**

22.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**23. Jurisdiction**

23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.

23.2 This agreement has been entered into on the date stated at the beginning of it.

## Schedule 1 – GivePanel Campaigns Products

"GivePanel Campaigns" means the Campaign Fundraising Services described in this Schedule.

1. Scope

This Schedule applies where the Order Form specifies GivePanel Campaigns. This Schedule forms part of, and is subject to, the Master Services Agreement.

GivePanel Campaigns enables the Customer to create, manage and analyse peer-to-peer fundraising campaigns (including challenge-based or event-linked campaigns) using the Services.

2. Campaign Definition

A *Campaign* means a fundraising initiative created within the Services that is linked to one or more activities, challenges, appeals or events operated by or on behalf of the Customer where members of the public are encouraged to register and raise funds.

3. Usage Metrics and Allowances

3.1 GivePanel Campaigns may be subject to usage allowances or limits, including (without limitation):

- total funds raised;
- number of Campaigns;
- Campaign donations (being the total number or value of online donations made to fundraising pages attached to the Customer's Campaign)
- number of participants; or
- other usage metrics specified in the Order Form.

3.2 Unless otherwise stated in the Order Form, funds raised across multiple Campaigns may be aggregated for the purposes of calculating usage against any applicable allowance, including across multiple accounts or entities associated with the Customer.

3.3 Where usage exceeds the applicable allowance, Enablement Fees or early renewal alternatives as agreed by the parties may apply in accordance with the Order Form and clause 9 of the terms and conditions.

4. Payments, Third-Party Platforms and APIs

GivePanel Campaigns may integrate with third-party platforms and application programming interfaces (APIs), including payment processors and social fundraising platforms (for example, JustGiving or Meta).

GivePanel:

- does not control and does not guarantee the availability or performance of any third-party platform or API;
- is not responsible for donations or transactions processed outside the Services; and
- is not responsible for settlement timing, chargebacks or disputes arising from third-party payment services.

Where a third-party provider materially changes or withdraws an API relied upon by the GivePanel Campaigns, GivePanel shall use reasonable endeavours to implement modifications or workarounds to minimise disruption, subject to technical feasibility.

6. Licence Term

Unless otherwise stated in the Order Form, access to the Services described in this Schedule is provided on a twelve (12) month licence basis, commencing on the Start Date set out in the Order Form.

Where the Order Form specifies that the Services are licensed on a single-use, limited-use, event-specific or fixed-duration basis, the Customer's right to use the Services shall be limited to the applicable scope, Event(s) or period specified in the Order Form and shall automatically expire upon completion of that scope or expiry of the specified period.

The applicable licence term and permitted use of the Services shall be as set out in the Order Form.

7. Legacy Pricing

Where the Order Form identifies the Customer as subject to Legacy Pricing (Launch, Grow, Scale or Custom Plans), the pricing mechanics set out in the Order Form shall override any usage-based fees, allowances or overage mechanisms described elsewhere in this Schedule.

For the avoidance of doubt, Legacy Pricing shall apply only for the duration and on the terms expressly stated in the applicable Order Form, unless otherwise agreed in writing by the parties.

## Schedule 2 – GivePanel DIY Products

"GivePanel DIY" means the DIY Fundraising Services described in this Schedule

1. Scope

This Schedule applies where the Order Form specifies GivePanel DIY. This Schedule forms part of, and is subject to, the Master Services Agreement.

DIY Fundraising Services enable individuals to create personal fundraising pages linked to the Customer's account, without being centrally managed as part of a Campaign.

2. DIY Fundraising Definition

A *DIY Fundraising Page* means an individual fundraising page created and managed by a third-party supporter and linked to the Customer within the Services. A fundraising page may be linked to the Customer through the Customer's DIY Campaign sign up form or may be 'Smart-Matched' to the Customer's DIY campaign using data algorithms. For clarity, a DIY fundraiser is a fundraiser where their fundraising page is not linked to a formal or established Event ID on the associated fundraising platform.

3. Usage Metrics and Aggregation

3.1 GivePanel DIY may be subject to usage allowances, including (without limitation):

- total DIY funds raised (excluding Gift Aid unless stated otherwise);
- number of active DIY Fundraising Pages;
- campaign donations – the total number or value of online donations made to fundraising pages attached to the Customer's DIY campaign, or
- other metrics specified in the Order Form.

3.2 Funds raised across all DIY Fundraising Pages linked to the Customer may be aggregated for the purposes of calculating usage against any applicable allowance, including across multiple accounts or entities associated with the Customer.

3.3 Where usage exceeds applicable allowances, Enablement Fees or early renewal alternatives as agreed by the parties may apply as specified in the Order Form.

4. Enablement, Transaction Fees and APIs

GivePanel DIY may integrate with third-party platforms and application programming interfaces (APIs), including payment processors and social fundraising platforms (for example, JustGiving or Meta).

GivePanel does not guarantee the performance or continued availability of such APIs and is not responsible for failures or changes outside its control.

Where a third-party provider materially changes or withdraws an API relied upon by the DIY Fundraising Services, GivePanel shall use reasonable endeavours to adapt the Services where practicable.

5. Customer Responsibilities

The Customer acknowledges that:

- DIY Fundraising Pages are created and controlled by third-party individuals;
- GivePanel does not moderate or control the content of DIY Fundraising Pages; and
- the Customer remains responsible for ensuring that fundraising activities conducted under its account comply with Applicable Laws and sector guidance.

6. Licence Term

Unless otherwise stated in the Order Form, access to the Services described in this Schedule is provided on a twelve (12) month licence basis, commencing on the Start Date set out in the Order Form.

Where the Order Form specifies that the Services are licensed on a single-use, limited-use, event-specific or fixed-duration basis, the Customer's right to use the Services shall be limited to the applicable scope, Event(s) or period specified in the Order Form and shall automatically expire upon completion of that scope or expiry of the specified period.

The applicable licence term and permitted use of the Services shall be as set out in the Order Form.

## Schedule 3 – GivePanel Events Products

“GivePanel Events” means the event registration and event-related services described in this Schedule.

1. Scope

This Schedule applies where the Order Form specifies GivePanel Events.

GivePanel Events enables the Customer to manage event registrations and ticketing, fundraising integration, communications and participant data using the Services. This Schedule forms part of, and is subject to, the Master Services Agreement.

2. Event Definition

An *Event* means any physical or virtual event for which registration functionality is provided through the Services.

3. Role of GivePanel

3.1 GivePanel does not organise, manage, promote, host or deliver any Event.

3.2 The Customer is the sole organiser and owner of the Event and is responsible for:

- event planning and delivery;
- venue selection and safety;
- attendee supervision;
- compliance with all Applicable Laws;
- communications with participants, other than automated transactional registration emails provided through the Services;
- event cancellation, postponement or changes.

3.3 Use of the GivePanel Events does not create any partnership, agency or joint responsibility between GivePanel and the Customer in relation to any Event.

4. Event-Related Liability

4.1 To the fullest extent permitted by law, GivePanel shall have no liability for:

- personal injury or death;
- loss of or damage to property;
- event cancellation or failure;
- acts or omissions of attendees, staff, volunteers or suppliers; or
- any claims arising out of or in connection with the Event itself.

4.2 All risks associated with Events remain solely with the Customer.

4.3 Nothing in this Schedule limits GivePanel’s liability for matters which cannot be excluded or limited under applicable law.

5. Payments, Third-Party Providers and APIs

Event registration fees may be processed by third-party payment service providers and APIs (including Stripe).

GivePanel:

- does not control payment processing or third-party APIs;
- does not guarantee availability, performance or settlement timing; and
- is not responsible for payment failures, delays, refunds or chargebacks.

Any contract for payment processing is between the Customer and the relevant payment service provider.

Where a third-party provider materially changes or withdraws an API relied upon by the GivePanel Events, GivePanel shall use reasonable endeavours to implement necessary changes to minimise disruption where technically feasible.

6. Participant Data

6.1 The Customer determines what participant data is collected and is responsible for ensuring its lawful collection and use.

6.2 GivePanel shall process participant data in accordance with clause 13 of the terms and conditions and GivePanel’s Data Protection Policy.

7. Licence Term

Unless otherwise stated in the Order Form, access to the Services described in this Schedule is provided on a twelve (12) month licence basis, commencing on the Start Date set out in the Order Form.

Where the Order Form specifies that the Services are licensed on a single-use, limited-use, event-specific or fixed-duration basis, the Customer’s right to use the Services shall be limited to the applicable scope, Event(s) or period specified in the Order Form and shall automatically expire upon completion of that scope or expiry of the specified period.

The applicable licence term and permitted use of the Services shall be as set out in the Order Form.