

TERMS & CONDITIONS FOR USE OF THE XPEREDON PLATFORM

1. GENERAL

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

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

2. DEFINITIONS

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

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

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

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

“Donation” means a charitable monetary donation operated by a Donor using a Donor Account, being (i) a Fixed Donation, (ii) a Gift Voucher, or (iii) an Uplift.

“Donation Execution Date” means (i) in the case of a Fixed Donation, the last day of any calendar month, (ii) in case of a Gift Voucher, the last day of the month during which the Donor issues the Gift Voucher, or (iii) in case of an Uplift, the last day of Donor’s card billing cycle.

“Donor” means a User making a Donation.

“Donor Account” means a User Account which has been supplemented with the indication of personal details of the Donor, his/her PCP, his/her selection of a method for Donation, and the indication of the payment method.

“Fee” means the collection fee charged by Xperedon to Beneficiary on a Donation described in Article 7.2.

“Fixed Donation” means a monetary amount defined by a Donor to be paid via the Xperedon Platform to Beneficiaries on a recurring monthly basis.

“Gift Voucher” means an amount of a Donation made by a Donor according to another Donor’s PCP as further defined in Article 5.7. This feature operates under the “Giving Gift” function on the Xperedon Website.

“Groups” means a group of Donors syndicated by a Donor that instructed Xperedon to share his/her PCP with such other Donors, in view of their adoption of his/her PCP as their own PCP, in full or in part. This feature operates under the “Giving Groups” function on the Xperedon Website.

“Personal Charity Plan” or “PCP” means a personal charity plan of a Donor comprising a Donor’s choice of Beneficiaries and weight among Beneficiaries.

“Uplift” means the amount charged to the Donor’s payment card defined by the Donor in its Donor Account, as a percentage of Donor’s monthly payment card expenditure. This feature operates under the “CardLink” function on the Xperedon Website.

“User” means an individual person having opened an account with Xperedon.

“User Account” means an individual account opened by a User on the Xperedon Website to use the Xperedon Platform.

“Xperedon Global Macro Fund” means a pool of international Beneficiaries selected by Xperedon from time to time, representative of multiple charitable purposes, the composition of which is displayed on the Xperedon Website.

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

“Xperedon Web-site” means the website operated by Xperedon which gives access to the Xperedon Platform to the general public, currently via the on the domain www.xperedon.com, but subject to change from time to time.

3. USER AND DONOR ACCOUNTS

- 3.1 Create an Account. In order to create a User Account, a User must open a password protected user account on the Xperedon Website and enter his/her user name and password. If a user wants to start donating, he/she needs to register personal details, create his/her PCP, define an amount of a Fixed Donation or percentage(s) of Uplift, and payment details. Completion of such steps makes the User become a Donor and the User Account become a Donor Account. User and Donor Accounts are free of charge. Xperedon may request additional information from Donor, such as photographic identification and proof of residence, if and where required by applicable regulations. When completing the opening of a Donor Account, Donor is confirming acceptance of the present Terms and Conditions. No Donation may be operated until the payment details have been entered by Donor (Art. 5.1).
- 3.2 Adopting the PCP of another Donor (“Giving Groups” function). A Donor (“Adopting Donor”) may also adopt the PCP of another Donor (“Lead Donor”) that has shared it within a Group and adopt it as 100% of his own PCP, or with a lower weight, adding his/her own Beneficiaries. In that case, any changes made by the Lead Donor in his/her PCP will be automatically reflected in the PCP of the Adopting Donor. The Adopting Donor may change the weight of that Lead Donor’s PCP as a component within his/her own PCP at any time, or remove it from his/her PCP altogether.
- 3.3 Maintaining a Donor Account. Details on a Donor Account, including personal information, percentage of Uplifts and/or amount of Donation and the selection of Beneficiaries as well as the relative weight among Beneficiaries, may be changed by Donor using the Xperedon-Website at any time, with implementation effective at the next Donation Execution Date (art. 5.1), unless changed again by the Donor prior to that date. Xperedon will accept any instructions given via the Donor Account based on the Donor’s user name and use of the correct password. Details of the account may not be changed by any other means (e.g. e-mail or written communication with Xperedon).
- 3.4 Closing a Donor Account. A Donor may close his/her Donor Account at any time, by sending Xperedon an e-mail (at info@xperedon.com) with a clear instruction to this effect. Xperedon may, at its own discretion close an individual Donor Account, but shall, in such event, inform Donor thereof.
- 3.5 Xperedon Global Macro Fund as Default Beneficiary. Where a Donor has selected Beneficiaries with weights that do not add up to 100% Xperedon will feature the Xperedon Global Macro Fund as Beneficiary by default for the un-allocated balance. If any Beneficiary opts-out of the Xperedon Website (art 4.7) or is de-listed by Xperedon (art. 4.4 and 4.8), Donor Accounts having such exiting Beneficiary in their selection, will automatically re-instate the Xperedon Global Macro Fund as Beneficiary for that relevant Donation or percentage of Donation (in case of multiple Beneficiaries), until the Donors change their selection in the Donor Account. Xperedon will inform by e-mail those Donors which have selected de-listed or opted-out Beneficiaries.

4. BENEFICIARIES ON THE XPEREDON WEBSITE

- 4.1 Beneficiary Page. Each Beneficiary listed provisionally or finally on the Xperedon Website has its own Beneficiary Page. Where Beneficiaries have a multinational presence, they may have one Beneficiary Page per country of establishment. Beneficiaries are displayed on the Xperedon Website’s results-lists by alphabetical order, and cannot change their ranking.
- 4.2 Content of Beneficiary Page. The content of each Beneficiary Page reflects data and pictures taken by Xperedon from such Beneficiary’s own web-site. Beneficiaries under a free Membership status may not make changes on line to their Beneficiary Page but may request Xperedon by e-mail to make appropriate edits. Beneficiaries, who are paying Members, may set up their Beneficiary page on their own. All contents of each Beneficiary Page are owned by or licensed to, the relevant Beneficiary, and Xperedon makes no claim of title to any such property. A Beneficiary that does not request to be removed from the Xperedon Website (art. 4.7) is deemed to have granted Xperedon a right to use Beneficiary’s property on its Beneficiary Page, and on search results displayed elsewhere on the Xperedon Website.

- 4.3 Beneficiary's Provisional Listing. Beneficiaries are listed provisionally on the Xperedon Website based on Xperedon data-mining, Users' suggestions or Beneficiaries' own submission. Xperedon has no obligation to provisionally list any Beneficiary as a result of Users' suggestions or Beneficiary's applications. Xperedon typically refuses to provisionally list organisations that have no web-site or an inconsistent web-site, that have a political purpose or agenda, or that have a dubious existence or activities.
- 4.4 Beneficiary's Final Listing. Beneficiaries are listed finally, if they have been vetted by Xperedon, have entered into a fund raising agreement with Xperedon and have provided Xperedon with their banking details after having been contacted by Xperedon for remittance of an Aggregate Donation Payment (art. 6.2) via an authentication process carried out separately from the Xperedon Website. The Xperedon vetting process includes, where appropriate, confirmation of charity status in applicable jurisdictions, as well as additional scrutiny to assess Beneficiary's good standing and to ensure compliance with Anti-money laundering regulations, as and when applicable. Xperedon completes the vetting process for each Beneficiary within three months starting from the date of receipt by Xperedon of Beneficiary's banking details. A Beneficiary that is not vetted by Xperedon loses its provisional listing status and is delisted from the Xperedon Web-site. Donations collected by Xperedon for a provisionally listed Beneficiary are treated according to Article 6.1.
- 4.5 No Representation. While Xperedon scrutinises Beneficiaries on a formal basis to the best of its capabilities, it cannot, and does not, represent towards Donors that a particular Beneficiary meets at the time of the vetting process or at any time in the future all charitable, legal and ethical standards that Beneficiary purports, including in respect of Beneficiaries that are elected within an Xperedon sector fund or the Xperedon Global Macro Fund. Donors must make their own decision on Beneficiary's qualifications to receive a Donation, before selecting that Beneficiary on a Donor Account and making any Donation. Xperedon disclaims any liability in respect of any content on the Beneficiary Page.
- 4.6 No Charge for Listing. The creation and maintenance of Beneficiary Pages in their basic form, and all communications between Xperedon and Beneficiaries, are made at no charge to Beneficiaries.
- 4.7 Beneficiary Opt-Out. Any Beneficiary may request Xperedon to be removed from the Xperedon Website at any time, whereupon Xperedon will promptly de-list such Beneficiary, remove its Beneficiary Page and remove that Beneficiary from any search result. Xperedon reserves the right to request from Beneficiary a confirmation of its intent to opt-out via an authentication process separate from e-mail communication. In case an opting-out Beneficiary resubmits for listing on the Xperedon Website at a later stage, Xperedon may refuse the re-listing of such organisation.
- 4.8 Beneficiary De-listing. Xperedon may de-list any Beneficiary previously vetted, if such Beneficiary does not return communications, ceases to operate its website, ceases to operate a bank account or otherwise may not receive collected Donations from Xperedon, or if Xperedon believes that such Beneficiary no longer complies with charitable, legal or ethical standards.

5. DONOR OPERATING A DONATION

- 5.1 Capture of Payment Details. As soon as a Donor's Account has been fully opened and complete payment details provided (art. 3.1), a payment instruction is logged that will generate a charge for the Donation on the next Donation Execution Date. This instruction is reversible, as any Fixed Donation amount, percentage of Uplift, choices and relative weights of Beneficiaries may be changed by Donor until the next Donation Execution Date (art. 3.3). Gift Vouchers are one time Donations and are not reversible. The payment instruction revolves monthly for each subsequent Donation Execution Date.
- 5.2 Suspend Donations. Donors may suspend Fixed Donations and/or Uplift by activating the "Suspend Donations" box on the Donor Account page, whereupon no payment will be debited from Donor's payment card on any upcoming Donation Execution Date until and unless the appropriate box is reactivated.
- 5.3 Donation Tracking. Donors may track on their Donor Account the status of each of their Donation made on any Donation Execution Date, its embedding into an Aggregate Donation and date of Aggregate Donation Payment.
- 5.4 No Cancellation of Donation. Individual Donations are effective on each Donation Execution Date and may not be cancelled or revoked by Donor afterwards.

- 5.5 Exceptional Refund. Xperedon does not refund Donations processed on any Donation Execution Date, except in case of demonstrated fraud in the Donation instruction or payment. Xperedon may also, in its sole discretion, refuse to transfer a Donation to a finally listed Beneficiary, in which event the full Donation is refunded to Donor. In case a card is stolen, the Uplift will not be charged on any expenditure incurred up to the date of theft.
- 5.6 Currency. Donations will be paid to Beneficiaries in the local currency of the Donor, where possible . Otherwise, if for instance Xperedon’s bank does not operate such currency, payments are made in US Dollars.
- 5.7 Gift Voucher (“Giving Gifts” function). When a Donor issues a Gift Voucher, this represents a one-time donation which that Donor is making to Beneficiaries selected by another Donor registered on the Xperedon Website (i.e. the recipient of the Gift Voucher). If the recipient of a Gift Voucher is not registered as a Donor on the Xperedon Website, or does not register its PCP within 30 days from the date of issuance of the Gift Voucher, the Donation will be distributed according to the PCP of the Donor issuing the Gift Voucher. Xperedon shall endeavour to send e-mails to remind recipients of Gift Vouchers, who have not created a Donor Account.

6. REMITTANCE OF DONATIONS

- 6.1 Beneficiary Eligibility. Beneficiaries are eligible to receive Donations collected for them by Xperedon after they have been vetted by Xperedon according to Article 4.4. Donations collected by Xperedon for a Beneficiary that is listed provisionally (Art. 4.3) are held by Xperedon during the Beneficiary’s vetting period of Article 4.4 on behalf of the respective Donors. If a Beneficiary does not complete the vetting process, all Donations designated for that Beneficiary prior to its de-listing are remitted to the Xperedon Global Macro Fund.
- 6.2 Aggregate Donation Payments to Beneficiary. Donations collected on any Payment Execution Date from various Donors for same Beneficiaries designated in individual PCPs are aggregated and held by Xperedon until they represent a meaningful amount so as to reduce banking and transaction charges. Aggregate Donations, as soon as they exceed the threshold, will be remitted as Aggregate Donation Payments to the Beneficiaries at the next payment run. Aggregated Donations below this threshold will not be held by Xperedon for longer than 180 days, from the Payment Execution Date of the first Donation collected for that particular Aggregate Donation. Aggregate Donations Payments are remitted to Beneficiaries minus the Fee (plus any Value Added Tax, if applicable), card charges and bank charges according to Article 7. Donations collected on the Payment Execution Date occurring immediately prior to any selected Beneficiary’s de-listing from the Xperedon Website as a result of Beneficiary Opt-out (art.4.7) or de-listing by Xperedon (art. 4.8), are also aggregated and remitted to Beneficiaries as Aggregate Donations Payments notwithstanding de-listing of such Beneficiaries.
- 6.3 Aggregate Donations Held on Segregated Accounts. Aggregate Donations will be held by Xperedon in trust for the designated Beneficiaries in segregated bank accounts pending Aggregate Donation Payments minus the Fee and bank charges , These accounts will be operated in compliance with the Safeguarding Requirements provided in Section 19 of the Payment Services Regulation 2009. Xperedon will not use any monies from Aggregate Donations to fund Xperedon operations. Creditors’ interests accruing on the segregated accounts are for the benefit of Xperedon, as additional consideration for its services.

7. FEES AND CHARGES

- 7.1 No Listing Fee. Xperedon charges no fee to either the Donors, for the maintenance of their Donor Account, or to Beneficiaries for their listing and the creation and maintenance of their basic Beneficiary Page.
- 7.2 Fee on Donation Collection. For its donation collection services, Xperedon charges Beneficiaries a Fee of 5% on any Donation collected via the Xperedon Website, such Fees to be deducted from Aggregate Donation Payments. Donations collected for Beneficiaries opting-out from the Xperedon Platform (art. 4.7) before remittance by Xperedon of the first Aggregate Donation Payment, are not subject to any Fee for that first (and last) Aggregate Donation Payment.
- 7.3 Bank and Card Charges. Xperedon shall deduct from Aggregate Donations payments any charges actually charged by banks and card institutions in respect of individual Donations collected for Beneficiaries and of Aggregate Donations Payment made to these Beneficiaries.

7.4 Xperedon Invoice. With each Aggregate Donation Payment made to a Beneficiary, Xperedon will issue an invoice by e-mail in the name and to the address of the Beneficiary itemising the components of the Aggregate Donation Payment, the Fee and any applicable bank and card charges.

8. REPORTS AND TAX

8.1 Donation Reports. Donors may print Donation reports from their Donor Account listing the Donations made during a period of time, the Beneficiaries and the date of Aggregate Donation Payment incorporating their individual Donations. Beneficiaries may request by e-mail reports on all Aggregate Donation Payments made to them by Xperedon during a particular period of time. Reports to Beneficiaries will not name those Donors that have requested to remain anonymous.

8.2 Tax. Donors should investigate with their accountant how much of their Donation is tax deductible (as this may depend on the level of Donors' income and of the status of the selected Beneficiaries) and whether Xperedon reports qualify as record or donation acknowledgement for purposes of tax deductibility of Donations in their country of residence. Xperedon makes no representation that Xperedon Donation reports meet these qualifications in any particular international jurisdiction. Certain countries levy taxes from their residents or nationals on donations typically exceeding defined levels. Donors and Beneficiaries must investigate with their advisers whether any Donation may trigger any such tax liability on Donor and/or Beneficiary. Xperedon fully disclaims any liability in relation to (i) any non deductibility of any Donation from the respective Donor's tax base and (ii) any tax levied on any Donation operated via the Xperedon Platform.

8.3 Donors' certifications. Donors who have their residency in countries where donations are not tax deductible but may trigger actual remittance by the tax authorities of that collected tax to Beneficiaries (such as "Gift Aid" in the UK) and who want their Beneficiaries to benefit from such tax refund, may print out their pre-filled certification from their Donor Account, sign it and send it to their Beneficiaries. Xperedon only represents that the printed form corresponds to the official form from time to time, and makes no representation as to whether a particular Donor or Beneficiary does qualify for such tax refund scheme, or whether any such tax refund submission will eventually be recognized by the relevant tax authorities.

9. EFFECT AND DURATION

9.1 In respect of Donors. These Terms and Conditions are applicable to Donors as from the moment a Donor has created a Donor Account. They shall remain in force, in each of their subsequently released version (subject to the Donor objecting), until the Donor Account is closed by Donor or Xperedon (art. 3.4). Upon closure of a Donor Account, Xperedon's sole ongoing obligations in respect of a Donor will be to, (i) if applicable, complete any Aggregate Donation Payment embedding a Donation from that Donor, and (ii) comply with its Data Protection obligations (art.11.1).

9.2 In Respect of Beneficiaries. These Terms and Conditions are applicable in respect of Xperedon's relationship with a Beneficiary, until a Beneficiary has communicated its intention to opt-out from the Xperedon Platform (art. 4.7). Upon termination, Xperedon's sole ongoing obligations in respect of a Beneficiary will be to (i) if applicable, complete any Aggregate Donation Payment due to the Beneficiary, and (ii) to comply with its Data Protection obligations (art.11.1).

10. LINKS AND BANNERS

10.1 Links to Xperedon Website. Xperedon encourages the linking by Donors, Beneficiaries and other parties on their own website or from social networking platforms to the Xperedon Web-site, and Xperedon makes available banners with Xperedon's name and logo to this effect.

10.2 Use of Xperedon Trademarks and Copyrights. The Xperedon Website contains protected trademarks, copyrighted material and elements protected by regulations on databases protection. No right is granted to copy any databases and use any copyrighted material. The use of the Xperedon name, logo and banners is limited to its displaying on third parties' website or web-page for purposes of linking to the Xperedon Website, and Xperedon does not grant any right to use any Xperedon trademarks for any other purposes. Xperedon reserves the right to, in its sole discretion, request any third party user to remove from its website any Xperedon trademark.

10.3 No Endorsement. The display of Xperedon banners, or of the Xperedon name and/or logo on any third party website and the linking by Xperedon from the Xperedon Web-site onto any third party website does not imply any endorsement

by Xperedon of the contents of that third party website, and Xperedon shall not be responsible for any damage arising for anyone in relation to such contents. Xperedon also disclaims any liability in relation to the unauthorised use by any third party of the Xperedon name, logo or trademarks.

11. DATA PROTECTION

- 11.1 Data Privacy Policy. At all times Xperedon will treat personal data of Users, Donors and Beneficiaries in compliance with the UK Data Protection Act 1998 and with Xperedon's Data Privacy Policy as in force from time to time. Users, Donors and Beneficiaries accept that their personal data may be treated by Xperedon in accordance with the Xperedon Data Privacy Policy. In particular, where Xperedon has an agreement with Donors' card issuers for purposes of the exchange of Donors' transaction information for purposes of the collection of Fixed Donations or Uplift, Donors accept that their card issuer is authorised to communicate to Xperedon specific card data (such as Donor's card reference number, the exact donation amount or the monthly card expenditure, the merchant codes for the Donors individual expenditures and the date of charge of the monthly donation) in order to execute the transactions properly. Xperedon will inform Users, Donors and Beneficiaries (who receive Aggregate Donation Payments) of any change to the Data Privacy Policy that would reduce the level of data protection of the Users, Donors and Beneficiaries.
- 11.2 Groups. Users creating Groups (using the function "Giving Groups"), or otherwise sharing their PCP with Donors, Users or any other parties whether on the Xperedon Website or elsewhere, are disclaiming any privacy commitment from Xperedon in respect of such recipients or any other recipients receiving such information from the initial recipients.

12. WARRANTIES

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

13. GOVERNING LAW AND JURISDICTION

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

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