

## **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 9 West End, Kemsing, Sevenoaks, Kent, TN15 6PX, United Kingdom and Users of 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 and Beneficiaries of the Xperedon Platform.

### **2. DEFINITIONS**

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

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

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

“User” means a User making a Payment.

“User Account” means a User Account which has been supplemented with the indication of personal details of the User.

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

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

“Groups” means a group of Users syndicated by a User that instructed Xperedon to share his/her Group page with such other Users. This feature operates under the “Giving Groups” 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 Platform” means the operation of the Xperedon Website whose purpose is to collect Payments from Users 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](http://www.xperedon.com), but subject to change from time to time.

### **3. USER ACCOUNTS**

3.1 Create a User 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. User Accounts are free of charge. Xperedon may request additional information from User, such as photographic identification and proof of residence, if and where required by applicable regulations. When completing the opening of a User Account, the User is confirming acceptance of the present Terms and Conditions. No payments may be operated until the payment details have been entered by User (Art. 5.1).

3.2 Maintaining a User Account. Details on a User Account, including personal information, may be changed by User using the Xperedon-Website at any time. Xperedon will accept any instructions given via the User Account based on the User'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).

3.3 Closing a User Account. A User may close his/her User Account at any time, by sending Xperedon an e-mail (at [info@xperedon.com](mailto:info@xperedon.com)) with a clear instruction to this effect. Xperedon may, at its own discretion close an individual User Account, but shall, in such event, inform User thereof.

### **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 as well as data uploaded by a Beneficiary using via its XPEREDON CHNet account. 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 a fund raising agreement in place with Xperedon. This process involves Beneficiaries providing XPEREDON with banking and other statutory details. Furthermore 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.

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 Users that a particular Beneficiary meets at

the time of the vetting process or at any time in the future all charitable, legal and ethical standards that Beneficiary purports. Donors must make their own decision on Beneficiary's qualifications to receive a payment, before selecting that Beneficiary on a User Account and making any payment. Xperedon disclaims any liability in respect of any content on the Beneficiary Page.

4.6 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.

4.7 Beneficiary De-listing. Xperedon may de-list any Beneficiary previously vetted, if such Beneficiary does not return communications, ceases to operate its website, ceases to operate a bank account or otherwise may not receive collected Donations from Xperedon, or if Xperedon believes that such Beneficiary no longer complies with charitable, legal or ethical standards.

## **5. USER OPERATING A PAYMENT**

5.1 Payment Tracking. Users may track on their User Account the status of each of their Payments made, its embedding into an Aggregate Payment and date of Aggregate Payment.

5.2 No Cancellation of Payment. Individual payments are effective on the execution date and may not be cancelled or revoked by the User afterwards, unless otherwise stipulated as a refund.

5.3 Exceptional Refund. Xperedon does not refund payments processed except in case of demonstrated fraud or failure to deliver goods or services. Xperedon may also, in its sole discretion, refuse to transfer a payment to a finally listed Beneficiary, in which event the full payment is refunded to the User.

5.4 Currency. Payments will be paid to Beneficiaries in the local currency of the User, where possible. Otherwise, if for instance Xperedon's bank does not operate such currency, payments are made in Pounds Sterling.

## **6. REMITTANCE OF PAYMENTS**

6.1 Beneficiary Eligibility. Beneficiaries are eligible to receive payments collected for them by Xperedon after they have been vetted by Xperedon.

6.2 Aggregate Payments to Beneficiary. Payments collected on any Payment Execution Date from various Users for same Beneficiaries are aggregated and held by Xperedon until they represent a meaningful amount so as to reduce banking and transaction charges. Aggregate payments will be remitted as Aggregate Donation Payments to the Beneficiaries at the next payment run. 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. Payments 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 or de-listing by Xperedon, are also aggregated and remitted to Beneficiaries as Aggregate Payments notwithstanding de-listing of such Beneficiaries.

## **7. FEES AND CHARGES**

7.1 Fee on Payments. For its payment collection services, Xperedon charges Beneficiaries a Fee on any payment collected via the Xperedon Website, such Fees to be deducted from Aggregate Payments.

7.2 Bank and Card Charges. Xperedon shall deduct from Aggregate payments any charges actually charged by banks and card institutions in respect of individual payments collected for Beneficiaries and of Aggregate Payments made to these Beneficiaries.

## **8. REPORTS AND TAX**

8.1 Payment Reports. Users may print reports from their User Account listing the payments made during a period of time, the Beneficiaries and the date of Aggregate Payment incorporating their individual payment. Reports to Beneficiaries will not name those Users that have requested to remain anonymous.

8.2 Tax. Users should investigate with their accountant how much of their payment is tax deductible and whether Xperedon reports qualify as record or acknowledgement for purposes of tax deductibility in their country of residence. Xperedon makes no representation that Xperedon reports meet these qualifications in any particular international jurisdiction. Certain countries levy taxes from their residents or nationals on payments. Xperedon fully disclaims any liability in relation to (i) any non-deductibility of any payment from the respective Users tax base and (ii) any tax levied on any payment operated via the Xperedon Platform.

8.3 User certifications. Users who have their residency in countries where payments are not tax deductible but may trigger actual remittance by the tax authorities of that collected tax to Beneficiaries (such as "Gift Aid" on charity donations in the UK) and who want their Beneficiaries to benefit from such tax refund, may print out their pre-filled certification from their User 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 User 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 Users. These Terms and Conditions are applicable to Users as from the moment a User has used the platform. They shall remain in force, in each of their subsequently released version (subject to the User objecting), until the User Account is closed by User or Xperedon. Upon closure of a User Account, Xperedon's sole ongoing obligations in respect of a User will be to, (i) if applicable, complete any Aggregate Payment embedding a payment from that User, 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 Payment due to the Beneficiary, and (ii) to comply with its Data Protection obligations (art.11.1).

## **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 and Beneficiaries accept that their personal data may be treated by Xperedon in accordance with the Xperedon Data Privacy Policy. Xperedon will inform Users and Beneficiaries (who receive Aggregate Payments) of any change to the Data Privacy Policy that would reduce the level of data protection of the Users and/or Beneficiaries.

11.2 Groups. Users creating Groups (using the function "Giving Groups" ) 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 9 West End, Kemsing, Sevenoaks, Kent, TN15 6PX, United Kingdom.

12.2 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 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.