

TERMS & CONDITIONS FOR USE OF THE HG15 LTD PLATFORM

1. GENERAL

These Terms and Conditions govern the relations between HG15 Ltd, registered in England with number 10422004 whose registered address is 9 West End, Kemsing, Sevenoaks, Kent, TN15 6PX, United Kingdom and Users of HG15 Ltd systems.

These Terms and Conditions may be changed by HG15 Ltd from time to time on the HG15 Ltd 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 HG15 Ltd Platform.

2. DEFINITIONS

“Aggregate Payment” means the aggregation or pooling of several Payments collected by HG15 Ltd for same Beneficiaries over a given period of time.

“Beneficiary” means a legal entity operating an organisation displayed on the HG15 Ltd Websites.

“Beneficiary Page” means a page on HG15 Ltd’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 HG15 Ltd 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 HG15 Ltd Platform to Beneficiaries on a recurring monthly basis.

“Groups” means a group of Users syndicated by a User that instructed HG15 Ltd to share his/her Group page with such other Users. This feature operates under the “Giving Groups” function on the HG15 Ltd Website.

“User” means an individual person having opened an account with HG15 Ltd.

“User Account” means an individual account opened by a User on the HG15 Ltd Website to use the HG15 Ltd Platform.

“HG15 Ltd Platform” means the operation of the HG15 Ltd Websites whose purpose is to collect Payments from Users for the benefit of Beneficiaries.

“HG15 Ltd Web-site” means the website operated by HG15 Ltd which gives access to the HG15 Ltd Platform to the general public, and 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 HG15 Ltd Websites and enter his/her user name and password. User Accounts are free of charge. HG15 Ltd 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 HG15 Ltd-Websites at any time. HG15 Ltd 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 HG15 Ltd).

3.3 Closing a User Account. A User may close his/her User Account at any time, by sending HG15 Ltd an e-mail (at info@HG15 Ltd.com) with a clear instruction to this effect. HG15 Ltd may, at its own discretion close an individual User Account, but shall, in such event, inform User thereof.

4. BENEFICIARIES ON THE HG15 LTD WEBSITE

4.1 Beneficiary Page. Each Beneficiary listed provisionally or finally on the HG15 Ltd 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 HG15 Ltd 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 HG15 Ltd from such Beneficiary's own web-site as well as data uploaded by a Beneficiary using via its HG15 LTD CHNet account. All contents of each Beneficiary Page are owned by or licensed to, the relevant Beneficiary, and HG15 Ltd makes no claim of title to any such property. A Beneficiary that does not request to be removed from the HG15 Ltd Website (art. 4.7) is deemed to have granted HG15 Ltd a right to use Beneficiary's property on its Beneficiary Page, and on search results displayed elsewhere on the HG15 Ltd Website.

4.3 Beneficiary's Provisional Listing. Beneficiaries are listed provisionally on the HG15 Ltd Website based on HG15 Ltd data-mining, Users' suggestions or Beneficiaries' own submission. HG15 Ltd has no obligation to provisionally list any Beneficiary as a result of Users' suggestions or Beneficiary's applications. HG15 Ltd 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 HG15 Ltd, have a fund raising agreement in place with HG15 Ltd. This process involves Beneficiaries providing HG15 LTD with banking and other statutory details. Furthermore the HG15 Ltd 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 HG15 Ltd 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. HG15 Ltd disclaims any liability in respect of any content on the Beneficiary Page.

4.6 Beneficiary Opt-Out. Any Beneficiary may request HG15 Ltd to be removed from the HG15 Ltd Websites at any time, whereupon HG15 Ltd will promptly de-list such Beneficiary, remove its Beneficiary Page and remove that Beneficiary from any search result. HG15 Ltd 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 HG15 Ltd Website at a later stage, HG15 Ltd may refuse the re-listing of such organisation.

4.7 Beneficiary De-listing. HG15 Ltd 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 HG15 Ltd, or if HG15 Ltd 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. HG15 Ltd does not refund payments processed except in case of demonstrated fraud or failure to deliver goods or services. HG15 Ltd 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 HG15 Ltd'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 HG15 Ltd after they have been vetted by HG15 Ltd.

6.2 Aggregate Payments to Beneficiary. Payments collected on any Payment Execution Date from various Users for same Beneficiaries are aggregated and held by HG15 Ltd 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 HG15 Ltd Website as a result of Beneficiary Opt-out or de-listing by HG15 Ltd, 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, HG15 Ltd charges Beneficiaries a Fee on any payment collected via the HG15 Ltd Website, such Fees to be deducted from Aggregate Payments.

7.2 Bank and Card Charges. HG15 Ltd 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 HG15 Ltd reports qualify as record or acknowledgement for purposes of tax deductibility in their country of residence. HG15 Ltd makes no representation that HG15 Ltd reports meet these qualifications in any particular international jurisdiction. Certain countries levy taxes from their residents or nationals on payments. HG15 Ltd 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 HG15 Ltd 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. HG15 Ltd 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 HG15 Ltd. Upon closure of a User Account, HG15 Ltd'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 HG15 Ltd's relationship with a Beneficiary, until a Beneficiary has communicated its intention to opt-out from the HG15 Ltd Platform (art. 4.7). Upon termination, HG15 Ltd'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 HG15 Ltd will treat personal data of Users, Donors and Beneficiaries in compliance with the UK Data Protection Act 1998 and with HG15 Ltd's Data Privacy Policy as in force from time to time. Users and Beneficiaries accept that their personal data may be treated by HG15 Ltd in accordance with the HG15 Ltd Data Privacy Policy. HG15 Ltd 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 HG15 Ltd in respect of such recipients or any other recipients receiving such information from the initial recipients.

12. WARRANTIES

12.1 HG15 Ltd Standing. HG15 Ltd 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, HG15 Ltd makes no warranties in respect of the HG15 Ltd Platform, the HG15 Ltd Website or any features, functions contained therein, and HG15 Ltd makes no representation that the HG15 Ltd 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.