



Hello. Our Terms & Conditions are here to help you, protect you, ensure we earn your trust and to enable us to hit our mission of building a movement of goalgivers to raise more money for charities and good causes that need your support.

They describe:

- what goalgiving does for you and the charities and good causes you support;
- what we expect of you as a user (basically be kind and legal!);
- how we handle your data and donations.

We know you don't want to read pages of legalese, so the main things are:

- I. What we do** - we run and maintain a tech-for-good website that generates donations for the benefit of registered charities and other good causes that you see listed on the Website - with the mission of enabling them to raise more money for the important work they do. For this service, we deduct a fair fee of 5% or less on donations so we can build the site and improve what we do to help charities raise more. Please note that:
 - A. we don't take any fees from Gift Aid;
 - B. it's free for charities and good causes to set up campaigns;
 - C. It's free for goalgivers to use the site; and
 - D. refunds can only be granted in exceptional circumstances because your donations are paid into a Trust account and then quickly onto the relevant charity or good cause.
- II. What you do** - Basically, don't be an idiot. Sport can be tribal, and full of banter, but there is a line and we ask you to keep it clean and keep it fun. If you create a goalgiving page or use any of our other services, please remember goalgiving is a tech-for-good organisation. We'll remove offensive, obscene or racist content if we find it or are alerted to it – and we'll kick you off the Website as a result. It's the usual drill too about photos, videos and any content you upload to goalgiving - please ensure it doesn't infringe anyone's copyright or other rights.
- III. Privacy** - Your privacy is important to us - not least as the legal consequences of getting it wrong will scupper all our good intentions. Our privacy policy shows you how we handle your data so you can trust us with it.
- IV. Rewards & Incentives** - We want to encourage you to give more to your chosen charity or cause and get closer to them and your team through incentives from our partners although if you waive them you should be able to claim Gift Aid on your donations (if you meet the Gift Aid requirements which will be flagged to you on the site when making a donation). We must meet strict rules to be responsible and ensure we don't promote



lotteries or raffles - so please read all the guidance and get in touch if you have any doubts about how to best set up an effective (and legal!) campaign on goalgiving.

Please see the full terms and conditions below. It's not quite bedtime reading but as and when needed it is here to protect you, us and the charities and good causes we support.

Terms & Conditions

1. **goalgiving** is a tech-for-good organisation which operates www.goalgiving.com (the "**Website**"). We're registered as goalgiving limited, company number 11641697, whose registered office is Streets Chartered Accountants, Building 15, Gateway 1000 A1 (M) Junction 7, Stevenage, Hertfordshire, SG1 2FP.
2. These Terms & Conditions (together the "**Terms & Conditions**") govern your use of the Website. Please read them carefully. If you don't wish to be bound by them, you should not continue to use or access the Website.
3. The Terms & Conditions may change or be updated from time to time. It remains your responsibility to access and check these Terms & Conditions wherever you access the Website. The latest version of these Terms & Conditions will govern any future usage by you of the Website. The date on which these Terms & Conditions were last updated is at the end of this document.
4. The Terms & Conditions are supported by additional terms which also apply to your use of the Website. These additional terms include our Privacy Policy and Cookie Policy - links to which are on the footer of the Website.
5. The Website is directed to people residing in the United Kingdom. We do not represent that content available on or through the Website is appropriate for use or available in other locations.
6. **About the charities, good causes and organisations featured on the Website**
 - a. The Website allows you to donate to, and raise funds for, any of the causes listed on the Website ("**Causes**") which are all registered charities (who are registered with the Charity Commission).



- b. Every Cause featured has a contractual agreement with goalgiving authorising goalgiving to collect donations on its behalf. Causes are listed on this Website at goalgiving's discretion, however we cannot accept responsibility for the activities of the Causes.
- c. A charity must have the appropriate authorisation, permit or licence to operate as a charity, as required by the local laws of the territory in which it operates. Different charities, can have similar names: it is your responsibility to check that you are donating to the Cause you intended. goalgiving shall accept no responsibility for donations which have been made erroneously where such error is the fault of the donor.

7. Donations

- a. goalgiving shall:
 - i. maintain an account with Stripe Connect (the “**Trust Account**”) in relation to donations made to the Causes;
 - 1. the Trust Account is a regulated client money bank account where the donation is held for the benefit of the Causes, before being paid out to the Causes by Stripe. The regulated payment services are rendered by Stripe instead of goalgiving;
 - ii. operate the Website so that donors can make online donations by credit or debit card, or by another payment method available on the Website;
 - iii. set up arrangements to ensure all donations are:
 - 1. paid into the Trust Account and are held for the benefit of each Cause (they are not in the possession or control of goalgiving); and
 - 2. paid out from the Trust Account to the relevant Cause’s Stripe account, or by any other payment method that may be selected via the Website, weekly or at least within 28 days after deduction of payment processing charges, goalgiving’s transaction fees as set out below and applicable taxes.
 - iv. use a respected and secure payment services provider to provide information systems design, testing and verification standards and requirements in accordance with good industry practice to ensure that donors' credit cards, debit cards and other payment types are debited and the Trust Account is credited in a secure manner.
- b. Subject to the requirements of applicable laws, once your donation is made, it will only be refunded to you with the prior written consent of the Cause to whom it



has been made, regardless of whether or not the donation had been paid to the Cause by goalgiving. You should therefore get in touch with the charity or other good cause first.

8. Use of your donation

- a.** goalgiving does not warrant your donations will be used for any particular purpose and shall not be responsible for any dissatisfaction you may have regarding the recipient Cause's use of any donation you may make through the Website or websites powered by us or for any misuse or non-use of such donations by the recipient Cause.
- b.** After donations are made, all further dealings are solely between the donor and the Cause.
- c.** Please note that recipient organisations reserve the right to use your donation for their general purposes. They may use your donation for any purpose in accordance with their own rules. goalgiving cannot guarantee that funds will be earmarked for a particular appeal. If you want your donation to be used for a specific purpose or for a particular appeal you should contact the organisation and make your donation directly to them.

9. Privacy

- a.** goalgiving shall capture personal information including but not limited to the donor's name, title, address and email address ("**Personal Information**") at all times in accordance with the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and related legislation, regulatory requirements and guidance as updated and amended from time to time, all to the extent applicable ("**Privacy Laws**") and protect, secure and process such information in accordance with goalgiving's privacy policy.

10. Gift Aid and tax

- a.** When you:
 - i.** donate to a charity and certain Community Amateur Sports Clubs ("CASCs") on the Website and
 - ii.** confirm that you are a UK taxpayer in accordance with the requirements of the Gift Aid scheme as they apply from time to time and
 - iii.** confirm you will not receive any reward in relation to your donation



goalgiving will pass your details to the Cause to which you are donating so they can reclaim Gift Aid on your donation under the UK government's Gift Aid scheme.

- b.** Charities and CASCs must be registered with the Charity Commission or exempt from registration to be able to reclaim Gift Aid on donations made through goalgiving.
- c.** goalgiving also features certain not-for-profit and other organisations, which are not eligible for Gift Aid reclaim. Such organisations are clearly listed on the Website as not eligible for Gift Aid reclaim. When a donation is eligible for Gift Aid goalgiving shall not levy any additional fees or charges on Gift Aid that is reclaimed by the Cause.

11. goalgiving fees

- a.** goalgiving shall charge a fair transaction fee on every donation made on the Website to enable goalgiving to build more features and help Causes raise more money more effectively. The Cause shall pay to goalgiving a sum of up to 5% of the gross donation (depending on individual arrangements with any Cause). Donations are also subject to third party payment processing fees which shall be in addition to any of goalgiving's fee. As a new website there are no subscription fees for charities to enable more charities to access this new fundraising tool.
- b.** All payments referred to in these Terms & Conditions are exclusive of Value Added Tax, where applicable.
- c.** If you choose to cover the 5% fee on behalf of the Cause, goalgiving will request the money at the same time as the rest of your payment. Once we receive the money, we'll send the donation to the Cause like normal but we'll keep the admin fee and not make any further deduction, so the Cause benefits from your kindness.

12. Unauthorised donations

- a.** When you make a donation the transaction is final and not disputable unless unauthorised use of your payment card or other payment method is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules. Similarly, if you experience any issues of this nature when using another payment method, such as PayPal, you should contact the provider of that payment method for assistance.
- b.** goalgiving will never email or phone you and ask you to provide all of your payment details.



13. Protecting your goalgiving account

- a.** When you register with goalgiving and choose a password to protect your secure account, you are responsible for maintaining the confidentiality of your password to prevent others gaining access to your personal information. This includes any taxpayer details you may have saved under your profile in order to claim Gift Aid. Claiming Gift Aid using someone else's taxpayer information is against the law. If you become aware of any unauthorised use of your account, we recommend that you change your password immediately and email us at hello@goalgiving.com with "HELP" in the subject line.
- b.** Goalgiving does not guarantee that the Website will be secure or free from bugs, viruses or other cyber security risks.

14. Want financial advice? Speak to your advisor

- a.** goalgiving is good at many things but it is not an accounting, tax or financial advisor, and you should not rely on information given on the Website to determine the accounting, tax or financial consequences of making a donation to a Cause.
- b.** We strongly recommend you consult your own adviser(s) about any accounting, tax or financial consequences that may affect you.

15. Be good please - What we ask of you

- a.** You shall at all times use the Website in a responsible and legal manner and ensure the content you provide does not breach any intellectual property rights of a third party or breach any right or duty owed to a third party.
- b.** In particular, but not exclusively:
 - i.** You must not upload offensive, obscene, racist, defamatory, misleading or deceptive content, including photographs or videos, on to the Website. goalgiving does not actively edit the Website but reserves the right to remove or edit any content posted on the Website at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, offensive, obscene, racist, defamatory, misleading, deceptive or otherwise inappropriate. If you notice any such content, please email us at hello@goalgiving.com.
 - ii.** If you build a fundraising page on goalgiving, you must ensure that any information you provide to the public is accurate and not misleading. It is your responsibility to ensure that the content you are uploading on your page (the "Content"), in particular the picture(s), photograph(s) and any



video(s) is your original work and/or you have the right and/or licence necessary to upload it and it is not copyright-protected. If it is copyright-protected, you must obtain the copyright owner's written consent to use it. goalgiving reserves the right to remove any pictures, photographs, videos or copy from fundraising at its sole discretion and without notice if their copyright status is in any doubt. If you suspect a breach of copyright on the Website, please email us at hello@goalgiving.com. Please note that by submitting and posting Content to the Website, you grant to goalgiving a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, modify, reproduce, publish, broadcast, display and distribute the Content in any format, using any medium, for the purpose of promoting goalgiving or a Cause, or for any other purpose that we deem appropriate.

- iii. Other than in relation to your own goalgiving fundraising page, you may not remove or change anything on the Website.
- c. In addition, you as a user shall not:
 - i. misrepresent your identity or affiliation with any other person or organisation;
 - ii. use the Website to send junk email or 'spam' to people who do not wish to receive email from you;
 - iii. use the Website to conduct, display or forward surveys, pyramid schemes or chain letters;
 - iv. use the Website to conduct, display or forward raffles, lotteries or contests, unless you have flagged this in advance to goalgiving and obtained any necessary licence or permission and you comply with all applicable laws;
 - v. provide a donor with any gift, prize or any other form of incentive in connection with the making of any donation by the donor, unless you have read goalgiving's guide to incentives and obtained any necessary licence or permission and you comply with all applicable laws;
 - vi. misuse the Website introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
 - vii. attempt to gain unauthorised access to the Website, the server on which our Website is stored or any server, computer or database connected to the Website;
 - viii. attack our Website via a denial-of-service attack or a distributed denial-of service attack or similar;



- a. The Website contains links to other websites, including the websites of Causes. We want you to learn more about the Causes you are supporting and be able to check out our partners and supporters.
- b. You acknowledge and agree that the inclusion of a link to another website does not imply endorsement of its content or opinions and that your relationship and any transactions with other people or organisations through their websites or otherwise are your own responsibility.
- c. The Website may include information and materials uploaded by other users of the Website, including any interactive pages. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not necessarily represent goalgiving's views or values.
- d. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- e. You may link to a fundraising page on our Website for the purpose of raising the profile of the Cause or a relevant fundraising activity.
- f. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on part of goalgiving where none exists.
- g. We reserve the right to withdraw linking permission without notice.
- h. If you wish to link to or make any use of content on our site other than that set out above, please email us: hello@goalgiving.com.

18. Partner Services

- a. goalgiving may from time to time select partners offering relevant information and services that we believe will be of interest to and improve the goalgiving experience for visitors to the Website. We will do our best to choose partners of the highest integrity, but we shall not be responsible for any aspect of the information or services offered by them, and if you choose to use their services you do so at your own risk.

19. Use of our name and logo and any trademarks

- a. The names goalgiving, goalgivers and goalgiving.com, the goalgiving logo and any other product and service names that we may present on the Website from time to time may not be used in connection with any product or service that is not goalgiving's, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit goalgiving.
- b. Other trademarks, service marks or logos that appear on the Website, in particular (but not exclusively) those of charities or other organisations, are the property of



their respective owners and are likely to be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of both goalgiving and the trade mark owner.

20. Copyright

- a.** All content on the Website is owned by goalgiving, charities, Fanfunding page creators or other original providers, and is protected by the applicable intellectual property and proprietary rights and laws. You may copy content for your own personal, non-commercial use provided you do not alter it or remove any copyright, trademark or other proprietary notice, and that your usage complies with any requests you may receive from any person with rights in that content. No other use of the Website's ' content is permitted without the express prior permission of goalgiving, and, where applicable, the copyright holder.
- b.** By visiting or using the Website, you agree not to (and not to use any tool, program, script, browser extension or other technique, including bots, robots, spiders and scrapers and any similar tools or methods, in order to):
 - i.** copy (except as authorised by these Terms & Conditions), mirror, frame, index, scrape, mine or otherwise gather or extract any of the content or data from the Website; or
 - ii.** sell or distribute any data which is gathered or extracted in breach of these terms, or which is based on or derived from any such data.
- c.** goalgiving may take any measures it sees fit to block access to the Website where it believes that these terms have been or will be breached.
- d.** You agree that you will not take any steps to try to circumvent these measures and that you will not take any steps to mask your IP address.
- e.** You acknowledge and agree that where there is any actual or threatened breach of these terms, damages may be an inadequate remedy and goalgiving shall be entitled, without prejudice to any other rights and remedies it may have, to seek an injunction or any other equitable relief for such breach.
- f.** goalgiving may also request that you destroy any data you have gathered or extracted in breach of these terms and you agree that you will comply with such request promptly and certify the same.
- g.** Want to use something? Ask us for permission by emailing hello@goalgiving.com.

21. Changes to the service



- a. goalgiving will make every effort to ensure that the Website and other services are available continuously, but reserves the right to modify, suspend or discontinue all or any part at any time with or without notice.
- b. Unless specifically exempted, any new features, services or software applications introduced shall be subject to these Terms & Conditions.
- c. goalgiving reserves its right to remove inactive fundraising or crowdfunding pages from the Website and other services.

22. Failure to comply with these Terms & Conditions

- a. In the event that you commit a breach of these Terms & Conditions goalgiving reserves the right at its sole discretion to immediately and without notice suspend or permanently deny your access to all or part of the Website.

23. Termination

- a. You may discontinue use of the Website at any time. These Terms & Conditions will continue to apply to past use by you.

24. Disclaimer and Limitation of Liability

- a. goalgiving does not, and nothing in these Terms & Conditions shall act to, exclude or limit goalgiving's liability for death or personal injury resulting from its negligence, fraud or any other liability which may not by applicable law be excluded or limited. You agree that your use of the Website is on an "as is" and "as available" basis and that your use of the Website is at your sole risk.
- b. goalgiving does not guarantee continuous uninterrupted or secure access to our services and operation of the Website may be interfered with by numerous factors outside of our control. On that basis, except as expressly set out in these Terms & Conditions and except for the rights, guarantees and remedies which cannot be excluded, goalgiving does not provide other conditions, guarantees, warranties or terms in relation to the Website, to the extent permissible by law.
- c. goalgiving shall undertake general maintenance and upkeep of the Website on a regular basis, usually at sensible times when we know as few people as possible are using goalgiving, such as between midnight and 7am UK time. During these periods, the Website may not be available for use. In exceptional circumstances, the Website may also become unavailable at other times.
- d. If found liable, goalgiving shall only be liable under these Terms & Conditions for losses which are reasonably foreseeable and caused by goalgiving's breach of these Terms & Conditions or goalgiving's negligence.



- e. goalgiving's total liability to you arising under or in connection with these Terms & Conditions, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total sum of the donations you have made using the Website in the preceding 12 month period, ending on the date the circumstances giving rise to goalgiving's liability arose.
- f. Any liability goalgiving may have to you shall not include losses relating to any business of yours or your own losses such as lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, loss of or waste of management or other staff time.
- g. goalgiving may change the format and content of the Website from time to time. You should refresh your browser each time you visit the Website to ensure that you are looking at the most up to date version of the Website, including the latest version of these Terms & Conditions.
- h. Nothing in these Terms & Conditions excludes any statutory rights which may apply to your use of the Website which cannot be excluded, restricted or modified by contract.

25. Governing law

- a. These Terms & Conditions and any contractual or non-contractual dispute arising out of or in connection with your use of the Website are governed by English law and are subject to the non-exclusive jurisdiction of the English courts.

26. Third party rights

- a. A person who is not a party to these Terms & Conditions has no right to enforce any term of these Terms & Conditions.

These Terms & Conditions were last updated on **24 July 2019**
If you have any questions please contact us via hello@goalgiving.com