

iDonatio Donee Terms of Use

1. Definitions

- 1.1. "iDonatio" means the registered company that owns and operate the iDonatio donation platform.
- 1.2. "Platform" means the iDonatio system that encompasses an App, database, and website that can be used for donation purposes.
- 1.3. "Website" means the iDonatio website that the public can get information about the platform and prospective Donees can register to receive donations from Donors.
- 1.4. "App" means the iDonatio mobile application that can be downloaded and installed on smart phones to donate money to Donees registered on the platform.
- 1.5. "Donee" means registered charities, religious organisations, social events, individuals, and performers that are registered on the platform to receive donations via the App.
- 1.6. "Donor" means persons that are registered on the iDonatio platform donating money through the App on their smart phone to registered Donees.
- 1.7. "Gateway" means the third party that processes all donations on the platform and validates Donee's bank details and Donees financial data. They are known as **Stripe**.
- 1.8. "Mobile device" means mobile phones that have capability of downloading and installing mobile applications and internet facilities.
- 1.9. "Bank Details" means details of the bank card to be used for donations.
- 1.10. "Financial data" means bank account details.
- 1.11. "Secured website" refers to the part of the Platform that a registered Donne can access using their password and user ID to perform their functions.
- 1.12. "Unsecured website" refers to the part of the Platform that is open to the public. Use of this website does not require the use of password or user ID.
- 1.13. **BY CLICKING THE "Register" BUTTON, THE DONEE REPRESENTATIVE IDENTIFIED IN THE REGISTRATION PROCESS AGREES TO THESE TERMS OF SERVICE. YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ARE AUTHORIZED TO BIND THE DONEE TO THIS AGREEMENT. IF YOU CANNOT OR DO NOT AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE DONEE, THEN DO NOT REGISTER.**

2. Cyber Security

- 2.1. The Donee must ensure that the system they are using to access the iDonatio platform is protected from cyber intrusion that may cause the failure of the platform or infringement of the data stored on the platform.
- 2.2. We will report and pursue to the full extent of the law any unlawful or malicious activity, including unauthorised access to data, introduction of malicious software, or disruption of service (DoS) to the appropriate authorities under the Computer Misuse Act 1990.

3. Force Majeure (unforeseeable circumstances that prevent someone from fulfilling a contract)

- 3.1. iDonatio shall not be responsible for any breach of these Good Cause Terms and Conditions caused by circumstances beyond its reasonable control.

4. General

- 4.1. The Donee represents and warrants that it is, and during the Term of this Agreement will remain, an Eligible Organization.
- 4.2. Subject to the terms and conditions of this Agreement, iDonatio hereby grants to the Donee a non-exclusive and non-transferable license to access and use the Platform via the internet solely for the Donee's benefit.
- 4.3. iDonatio will provide the Donee with reasonable technical support via email.
- 4.4. Such technical support will be provided during iDonatio's normal business hours to enable the Donee to report problems and seek reasonable assistance in the Use of the Platform.
- 4.5. iDonatio will use reasonable efforts to make the Platform available twenty-four (24) hours a day, seven (7) days a week, except for:
 - 4.5.1. Planned downtime (of which iDonatio will give the Donee notice).
 - 4.5.2. Emergency downtime.
 - 4.5.3. Circumstances beyond the control of iDonatio as mentioned above.
- 4.6. By transmitting content or information to, or through, the Platform, the Donee grants iDonatio a non-exclusive, irrevocable, worldwide, sub-licensable (through multiple tiers), royalty-free license to copy, store, transmit, publish, publicly display, publicly perform, and otherwise use this content or information to operate the Platform for the benefit of the Donee and the Donee's Donors or as otherwise required to fulfil its obligations under this Agreement.
- 4.7. The Donee agrees NOT to upload or display any content that depicts or implies:
 - 4.7.1.1. Nudity, sexually graphic content, illegal drug use, or material that iDonatio, in its sole discretion, deems in violation of these restrictions or is in poor taste.

- 4.7.1.2. Content that contains threatening, abusive, harassing, defamatory, libellous, invasive, hateful, or racially, religiously, ethnically, or otherwise objectionable.
- 4.8. The Donee is not allowed to use the Platform for commercial purposes.
- 4.9. The Donee can only register itself with the platform.
- 4.10. The Donee agrees NOT to use the System to raise donations or create registrations for any other organization other than itself. All donations raised through this Platform MUST ONLY be for the Donee. Doing so may result in removal of what iDonatio, in its sole discretion, believes is an effort or campaign in violation of this Agreement, and iDonatio may immediately close the Donee's account.
- 4.11. The Donee is responsible for the person carrying out the registration of the Donee on the platform. The Donee must ensure the person has the permission and authorisation of the Donee to carry out the registration.
- 4.12. iDonatio reserves the right to refuse service to any potential Donee or its campaign that iDonatio believes is in poor taste, violates the law or is not consistent with iDonatio's business interests.
- 4.13. In no event may the Donee (or individuals authorized by the Donee) use the Platform for any unlawful purpose or in an unlawful manner.
- 4.14. iDonatio shall not be in default of this Agreement to the extent the Platform is unavailable wholly or partly due to any one of the following reasons.
 - 4.14.1.1. Donee's failure to perform its obligations under this Agreement.
 - 4.14.1.2. Events of force majeure.
 - 4.14.1.3. The performance of the Donee's third-party telecommunications network provider(s).
 - 4.14.1.4. Changes made at the request of the Donee.
 - 4.14.1.5. Donee not having the minimum hardware and software required to access or use the Platform.
 - 4.14.1.6. Other events beyond iDonatio's reasonable control.

5. Registration

- 5.1. Registration is free via iDonatio website – <https://www.idonatio.com>
- 5.2. Donees may register to join the platform. However, registering does not constitute a legally binding agreement, nor does it guarantee the Donee will be approved and added to the platform. iDonatio will carry out necessary checks to ensure the Donee is a legitimate entity.
- 5.3. If the Donee is a registered Charity, iDonatio will carry out necessary checks to ensure the Donee is registered with the Charity Commission or its equivalent (if outside the United Kingdom).

- 5.4. If the Donee is an individual, iDonatio will use available tools (such as [Stripe Identity](#)) to verify and check the identity of the individual.
- 5.5. iDonatio will also, as part of our own KYC (Know-Your-Customer) process, check to determine if the Donee collects for causes, individuals, groups, or organisations which are deemed offensive, illegal, or discriminatory.
- 5.6. Registration shall be completed by a person nominated by the Donee. This person shall be known as the “Responsible Person”.
- 5.7. By registering with iDonatio the Responsible Person is agreeing that they are authorised to make this declaration and submit the registration form on behalf of the named Donee and all the information entered are accurate and true.
- 5.8. If we receive an inaccurate or incomplete registration form, the Donee has **ten working days** to complete the process and/or to provide further documentation.
- 5.9. After this timeframe, we have the right to cancel such registration.
- 5.10. As part of the registration process, iDonatio may require the Donee to submit additional document to allow iDonatio verify the identity of the Donee.
- 5.11. If such documents are requested, the Donee must submit such through the channel provided by iDonatio within **ten working days** of the demand date.
- 5.12. If the demanded documents are not submitted within the stipulated time, iDonatio reserves the right to suspend or close the Donee’s account without further correspondence.
- 5.13. The privacy policy of iDonatio is applied to the processing of the personal data supplied by the Donee during registration. The Donee must inform iDonatio immediately if any of this data changes, informing iDonatio of such changes via email and by correcting the data via the secured website where possible.
- 5.14. The services provided by the platform is based on the information the Donee provided at registration. The Donee is obliged to provide information that is not false or misleading.
- 5.15. The Donee Responsible Person may not provide information with which the Donee is not authorised to use.
- 5.16. iDonatio and the Gateway have the right to validate and verify the information the Donee has provided.
- 5.17. The charity must keep their data up to date by logging into their account on the website (<https://www.idonatio.com>) to ensure their data are correct and keep iDonatio informed of any changes that will affect the donations made by its donors and other main functions of iDonatio’s services.
- 5.18. iDonatio reserves the right to suspend or terminate all agreements that are in breach of our terms and conditions. iDonatio may also terminate agreements based on any reports of payment irregularity, fraud or misrepresentation set up by the Responsible Person on behalf of a charity.

- 5.19. Any Donee setup on the iDonatio platform is not an indication of our endorsement or approval of such causes, as the platform is open to the public and Donees can register if they are not in breach of our rules.
- 5.20. Donees reserve the right to terminate their agreement with this terms and conditions at any time without giving notice.
- 5.21. At any time, if the Donee feels they can no longer abide with these terms and condition, they must close their account with iDonatio immediately, without giving notice.
- 5.22. Closure of an account by a Donee terminates the contract between iDonatio and the Donee under these terms and conditions.
- 5.23. All registered Donee accounts are on-boarded with the Gateway as a Connected Account before they can receive any donations.
- 5.24. The Donee will be taken to the Gateway secure website during registration to agree to the Gateway **Connected Account Agreement**.
- 5.25. The Donee cannot complete their registration without agreeing to the Gateway **Connected Account Agreement**.

6. License and intellectual property rights

- 6.1. All rights of the Platform, the accompanying documentation and all modifications and extensions thereto as well as the enforcement thereof are and remain the property of iDonatio.
- 6.2. iDonatio grants the Donee a non-exclusive, non-sublicensable and non-transmittable license to use the Platform.
- 6.3. The Donee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:
 - 6.3.1.1. Sell, lease, license or sublicense the Platform to any third party.
 - 6.3.1.2. Decompile, disassemble, or reverse engineer the Platform, in whole or in part.
 - 6.3.1.3. Write or develop any derivative software or any other software program based upon the Platform.
 - 6.3.1.4. Remove, or bypass the technical provisions that are intended to protect the Platform.
- 6.4. iDonatio has the right to change the content of the website at any time, modify or remove data, deny the Donee the use of the Platform by termination of their registration, limitation of the use of the Platform or deny access to the Platform in whole or in part, temporarily or permanently. iDonatio will inform the Donee about this in an appropriate manner.
- 6.5. The Donee acquires no right, title, or interest to the intellectual property rights and/or similar rights to the Platform, including the underlying software and content.

- 6.6. The Donee hereby grants to iDonatio, its affiliates and its partners a non-exclusive, worldwide, and royalty-free licence to use its name and logo in connection with the performance and promotion of the iDonatio Services. The licence shall terminate automatically on valid termination of the charity's agreement.
- 6.7. The Donee shall be liable for and shall indemnify iDonatio, its successors and assigns against all claims, actions, liabilities, losses, damages, and expenses (including legal expenses) incurred by iDonatio which arise (directly or indirectly) out of or in connection with any third-party demand, claim or action alleging infringement of the third party's intellectual property rights.

7. Receiving Donations

- 7.1. iDonatio does not provide banking or payment services. To facilitate the processing of donations from the Donor, iDonatio has entered into an agreement with a Gateway.
- 7.2. The Donee authorizes iDonatio and the Platform to facilitate the processing of its cash donations through the platform using the Gateway.
- 7.3. To use the platform to receive donations, the Donee authorizes the platform to open an onboarding account with the Gateway to facilitate the processing of all donations.
- 7.4. The onboarding account with the Gateway is the Connected Express account.
- 7.5. For the Donee to receive donations through the Platform, the Donee is required to comply with the terms of the Gateway **Connected Account Agreement**.
- 7.6. The Donee acknowledges that the Gateway **Connected Account Agreement** is a separate and independent agreement between the Donee and the Gateway, and that iDonatio has no liability to either Donee or the Gateway in relation to the Gateway **Connected Account Agreement**.
- 7.7. The Gateway uses artificial Intelligence (AI) algorithms to detect fraudulent donations.
- 7.8. If a fraudulent donation is detected by the Gateway, the donation shall be held and not transferred to the Donee's bank account. The Donee shall be informed of this, and the donation will not be released until the matter is resolved.
- 7.9. If the Gateway detects irregular donations into a Donee's account that the Gateway's AI algorithm deems to be violating government regulations, the Gateway may suspend such account. The account will not be activated until the matter is resolved.
- 7.10. While an account is suspended by the gateway, such account cannot receive donations.

- 7.11. iDonatio reserves the rights to terminate a Donee's registration if the Donee persistently violates the Gateway's Connected account agreement. Such a Donee will not be allowed back onto the platform.
- 7.12. All donations received on behalf of the Donee are deposited into the Donee's on-boarding account with the Gateway.
- 7.13. iDonatio does not handle or keep any donations.
- 7.14. All comprehensive records of donations can be viewed via the iDonatio platform, and a high-level record of all donations can be viewed on the Donee's on-boarding account with the gateway via the iDonatio platform.

8. Plate Donations

- 8.1. Plate donations are cash donations received by the Donee in a plate.
- 8.2. iDonatio will provide a tool that the Donee can use to manually record such Donations into the platform.
- 8.3. Such donations will be displayed as "Plate Donation" alongside the donations received through the App.
- 8.4. The Donee must ensure that they record such donation in accordance with HMRC guidance in recording Gift Aid Small Donations Scheme (GASDS) if they want to claim Giftaid on such donations.
- 8.5. iDonatio will not and cannot be held responsible for any error or omission by the Donee while recording the plate donations using the tool provided by iDonatio.

9. Envelope Donations

- 9.1. Envelope donations are cash donations received by the Donee in an envelope.
- 9.2. iDonatio will provide a tool that the Donee can use to manually record such Donations into the platform.
- 9.3. Such donations will be displayed as "Envelope Donation" alongside the donations received through the App.
- 9.4. The Donee must ensure that they record such donation in accordance with HMRC guidance in recording Gift Aid Small Donations Scheme (GASDS) if they want to claim Giftaid on such donations.
- 9.5. iDonatio will not and cannot be held responsible for any error or omission by the Donee while recording the envelope donations using the tool provided by iDonatio.

10. Payouts

- 10.1. All received donations less all fees, in the Donee's on-boarding account with the Gateway will be transferred into the Donee's bank account, provided at registration.

- 10.2. The first payout for every new Stripe account is typically paid out 7 days after the first successful payment is received. [Receiving payouts | Stripe Documentation](#)
- 10.3. The frequency of Payouts can be changed by the platform on receiving a written request from the Donee.
- 10.4. Requests for more frequent payment may be subject to further costs as stipulated on the Gateway's website.
- 10.5. Donees will have the ability to view all their Payouts, the time they were received in their onboarding account and the time they were paid into their bank account through their onboarding account dashboard with the Gateway.

11. Fees

- 11.1. There shall be a transaction charged on every donation.
- 11.2. The transaction fees consist of:
 - Gateway's fees ([Pricing & fees | Stripe | United Kingdom](#))
 - iDonatio Platform fee
- 11.3. Transaction Fees are variable and partly depends on the card used for donation.
- 11.4. Cards registered in a country different from the Donee's country attracts different fees.
- 11.5. The Donee acknowledges and agrees that iDonatio have requested the amount of the interchange fees and card association fees in respect of each donation to be consolidated and included as part of the Transaction Fees as being payable in respect of each donation.
- 11.6. The Transaction Fees will be deducted directly from the Donations received.
- 11.7. All Gateway **Connected Account Agreement** will incur an active monthly fee set by the Gateway, for every month the Donee receives donation via the platform. See the gateway's website for fees details. ([Pricing & fees | Stripe | United Kingdom](#))
- 11.8. Transaction Fees will be rounded up to the nearest pence or equivalent of any currency denomination.
- 11.9. If there is a discrepancy in the Donees account of received donations, upon notice from the Donee, iDonatio will make our records available for inspection to allow the Donee to verify the Transaction Fees.
- 11.10. Transaction fees are subject to change.

12. Refunds

- 12.1. All refunds are subject to Donee's refund policy.
- 12.2. iDonatio will not be responsible or participate in any refund request by the Donor.

- 12.3. All refunds shall be between the Donee and the Donor.
- 12.4. When a Donee agrees to give a refund, such a refund shall be via the iDonatio platform.
- 12.5. iDonatio shall provide a tool on the platform to be used for all refunds.
- 12.6. All refunds must be actioned by the Donees using the provided tool.

13. Giftaid

- 13.1. The Donee is responsible to make sure that they have complied with all the rules and regulations from the HMRC in respect of claiming Giftaid.
- 13.2. The Donee must ensure they are eligible to claim Giftaid before claiming for Giftaid on the donations received.
- 13.3. The Donee must ensure they are claiming Giftaid only on donations eligible for Giftaid.
- 13.4. iDonatio will provide a tool that allows Donees to record small donations into the database that complies with HMRC rules and regulations for the GASDS.
- 13.5. The Donee must ensure they are eligible to claim for GASDS before putting in for a claim.
- 13.6. The Donee will be liable for any charges from HMRC levied against the Donee for failure to comply with the rules and regulations of claiming Giftaid.
- 13.7. Where the Donor has donated to the Donee and opted-in for Gift Aid, the Donee will have access to this data to claim Gift Aid only, all other use of this data is prohibited.
- 13.8. The Donee shall be liable for all claims, actions, liabilities, losses, damages, and expenses (including legal expenses) incurred by Donee which arise (directly or indirectly) out of or in connection with any wrongful, fraudulent, or incorrect claim for Giftaid.
- 13.9. The Donee shall be liable for and shall indemnify iDonatio, its successors and assigns against all claims, actions, liabilities, losses, damages, and expenses (including legal expenses) incurred by iDonatio which arise (directly or indirectly) out of or in connection with any wrongful, fraudulent, or incorrect claim for Giftaid.

14. Account Closure

- 14.1. A Donee can close their account any time without giving notice by following "How to close my account" in the platform manual.
- 14.2. Account closure incurs no cost.
- 14.3. iDonatio reserves the right to close a Donee's account without notice, if:
 - 14.3.1.1. After repeated requests for further information, the donee refuses to send such information.

- 14.3.1.2. The account is proven to be used for fraudulent activities such as money laundering.
- 14.3.1.3. **The Gateway** closes the Donee's onboarding account due to fraudulent activities.
- 14.3.1.4. (For charities) the Charity commission in the UK or equivalent in another country, removes the Charity's charity status.
- 14.4. All monies in the Donee's onboarding account at time of closure shall be transferred to the Donee's bank account except if the account was closed due to fraudulent activity.
- 14.5. If account was closed due to fraudulent activity, all money in the Donee's onboarding account will be held by **the Gateway** until the case is resolved.
- 14.6. Once closed, the Donee will no longer have access to the platform.
- 14.7. All donation history will be kept for a duration determined by the financial regulations.
- 14.8. All Gift Aid donations (where applicable) history will be kept for a duration determined by the financial regulations.
- 14.9. Donees whose account has been closed can request for these data at a cost.
- 14.10. iDonatio WILL HAVE NO LIABILITY FOR ANY LOSS OF DATA RESULTING FROM EXERCISING THE RIGHTS SET FORTH IN THIS SECTION.

15. Warranty and Limitation of Liability

- 15.1. By accessing, using, or registering with the System, the Donee represents, warrants, and covenants that:
 - 15.1.1.1. The Donee's representative has the authority to enter into this Agreement
 - 15.1.1.2. The Donee's decision to enter into this Agreement and Use of the System will not violate any applicable law, regulation, or ordinance.
 - 15.1.1.3. Donee's entry into this Agreement and Use of the System will not infringe the rights of any third parties.
 - 15.1.1.4. Donee will always supply truthful and accurate information to iDonatio and will not misrepresent itself to the public using the System.
- 15.2. iDonatio represents, warrants, and covenants that:
 - 15.2.1. iDonatio has the authority to enter into this Agreement
 - 15.2.2. iDonatio will use commercially reasonable efforts to cause the System to substantially conform to the Documentation. If Donee reports such a non-conformity, then as Donee's sole and exclusive remedy, iDonatio will use commercially reasonable efforts to correct such non-conformity or terminate this Agreement pursuant to Section 13.3.

- 15.2.3. EXCEPT AS PROVIDED IN SECTION 14.2, THE SYSTEM, AND ANY MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS-IS” AND “WITH ALL FAULTS”, AND iDonatio MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SYSTEM, OR ANY MATERIALS OR SERVICES, INCLUDING THAT THE SYSTEM’S OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SYSTEM WILL SATISFY DONEE’S REQUIREMENTS. iDonatio SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SYSTEM, AND SUCH OTHER MATERIALS AND SERVICES.
- 15.3. IN NO EVENT WILL iDonatio BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE SYSTEM, OR ANY MATERIALS OR SERVICES PERFORMED HEREUNDER, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF iDonatio HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. iDonatio’s LIABILITY UNDER THIS AGREEMENT WILL BE NOTHING.

16. Confidential Information

- 16.1. iDonatio acknowledges that the Donee’s Confidential Information constitutes valuable trade secrets, and iDonatio agrees that:
- 16.1.1.1. It shall use the Donee’s Confidential Information solely in accordance with the provisions of this Agreement.
 - 16.1.1.2. It will not disclose, or permit to be disclosed, the same, directly, or indirectly, to any third party without the Donee’s prior written consent, except as necessary to perform the services and operate the System.
- 16.2. iDonatio agrees to use the same efforts, but not less than commercially reasonable efforts, to protect the Donee’s Confidential Information from unauthorized use and disclosure as iDonatio takes with respect to its own similar confidential information.
- 16.3. iDonatio may disclose the Donee’s Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that the iDonatio promptly notifies the Donee and assists the Donee in resisting or limiting such disclosure.

- 16.4. The Donee shall be liable for any cost that may be incurred in resisting the disclosure of the Donee's Confidential Information.
- 16.5. All Confidential User Data shall be jointly owned by Donee and iDonatio.
- 16.6. Without the express written permission of the Donee or as required to perform or improve the services and operate the System, iDonatio shall not sell, disclose, transfer, use for any purpose outside the scope of this Agreement, or rent any Confidential User Data to any third party, including after termination of this Agreement.

17. Indemnification

- 17.1. iDonatio will, at its expense, defend, indemnify, and hold Donee, its officers, directors, agents, and employees, harmless from and against third party claims, and awarded damages, related to, or arising out of an allegation brought against Donee that the System infringes any patent, copyright, trade secret or other proprietary right of any third party. Donee shall give such assistance and information as iDonatio may reasonably require opposing such claims.
- 17.2. Donee will, at its expense, defend, indemnify, and hold iDonatio, its officers, directors, agents, and employees, harmless from and against all claims, losses and damages relating to or arising out of an allegation brought against iDonatio because of the Use of the System by or through the Donee, other than those intellectual property claims against which iDonatio has indemnified the Donee under Section 16.1. iDonatio shall give such assistance and information as Donee may reasonably require opposing such claims.
- 17.3. iDonatio shall have no obligation for any claims arising out of a combination or use of the System with non-iDonatio programs, products, or data, if such claim would have been avoided by the exclusive Use of the System. In the event a third-party claim of infringement is threatened or occurs, Donee will immediately notify iDonatio. iDonatio may, in its sole discretion, alter or replace the System with a non-infringing, functionally equivalent system. If iDonatio determines that none of these alternatives is reasonably available, iDonatio may terminate this Agreement.