

Donor Terms of Use

1. Definitions

- 1.1. "iDonatio" means the registered company that owns and operates the iDonatio donating platform.
- 1.2. "Platform" means the iDonatio system that encompasses the iDonatio Mobile 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 visit to register to use the iDonatio platform to receive donations from Donors and to login to manage their donations.
- 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, and performers that are registered on the platform to receive donations via the iDonatio Mobile App.
- 1.6. "Donor" means persons that are registered on the iDonatio platform donating money through the iDonatio Mobile App on their smart phone to registered Donees.
- 1.7. "Gateway" means the third party that processes all donation on the platform and validates Donors and Donees financial data. This is 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.
- 1.1. "Financial data" means bank account details.
- 1.2. "Secured website" refers to the part of the Platform that a registered Donee can access using their password and user ID to perform their functions.
- 1.3. "Unsecured website" refers to the part of the Platform that is open to the public.

2. General

- 2.1 These terms of use describe the conditions under which the iDonatio Mobile App can be used.
- 2.2 The iDonatio Mobile App allows donors to donate money anonymously or non-anonymously to registered Donees.
- 2.3 By downloading, installing, and using the iDonatio Mobile App, the Donor accepts the terms of use of the iDonatio Mobile App.

3. License and intellectual property rights

- 3.1. All rights of the IDonatio Mobile App, the accompanying documentation and all modifications and extensions thereto as well as the enforcement thereof are and remain the property of iDonatio.
- 3.2. The Donor is granted sole rights and authorities and/or permissions ensuing from the effect of this agreement, or which are assigned in writing, and you may not otherwise use, reproduce, or publicly release the iDonatio Mobile App.
- 3.3. iDonatio grants the Donor a non-exclusive, non-sublicensable and non-transmittable license to use the IDonatio Mobile App.
- 3.4. The Donor is not allowed to use the IDonatio Mobile App for commercial purposes.
- 3.5. The Donor may not provide the IDonatio Mobile App to third parties nor sell, rent, decompile, submit to reverse engineer, or modify the IDonatio Mobile App. Nor should the Donor, or let others, remove, or bypass the technical provisions that are intended to protect the IDonatio Mobile App.
- 3.6. iDonatio has the right to change the IDonatio Mobile App at any time, modify or remove data, deny the Donor the use of the App by termination of the license, limitation of the use of the App or deny access to the App in whole or in part, temporarily or permanently. iDonatio will inform the Donor about this in an appropriate manner.
- 3.7. The Donor acquires no right, title, or interest to the intellectual property rights and/or similar rights to the App, including the underlying software and content.

4. The use of the App

- 4.1. To use the App, the Donor must download and install the App software onto their mobile device from either the Apple App store or Google Play store. After downloading and installation, the Donor must register with the platform via the App.
- 4.2. The Donor is responsible for the correct submission of data required by the App during registration. These required data may be varied or change at any time by iDonatio.
- 4.3. All banking details of the Donor are stored securely on the Gateway platform.
- 4.4. Banking details of the Donor are never stored on the iDonatio platform.
- 4.5. The privacy policy of iDonatio is applied to the processing of the personal data supplied by the Donor during registration via the App. The Donor must inform iDonatio immediately if any of this data changes by correcting the data using the App.
- 4.6. The services provided by the platform via the App is based on the information the Donor provided at registration. The Donor is obliged to provide information that is not false or misleading.

- 4.7. The Donor may not provide information with which the Donor is not authorised to use.
- 4.8. iDonatio and the gateway have the right to validate and verify the information the Donor has provided.
- 4.9. The Donor can only donate to Donees that are registered on the platform. Donations are done anonymously or non-anonymously.
- 4.10. The App should be used in accordance with the purposes for which it is intended.
- 4.11. It is prohibited to reverse engineer the source code of the App or to decompile and/or modify the App, or to make a copy of the App available to any third party, or to remove, delete or render illegible any designations of the App as the party holding rights to the App or parts thereof.
- 4.12. Donor must be 16 years or over to use the App. Donors below this age are exempt from using the App.
- 4.13. The App is available for the operating systems Android and iOS. In addition to the provisions set out below, the operating systems Android and iOS may attach conditions to the downloading of the App, its use, and related matters. For further information, see the terms of use and download as set out by the operating systems Android and iOS as well as any other applicable terms and conditions appearing on their websites.
- 4.14. These terms of use are an agreement between the Donor and iDonatio and does not apply between the Donor and the platform through which the Donor acquired the App.
- 4.15. The Donor is responsible for any expenses related to the equipment, software system and internet connection required to make use of the App.
- 4.16. The Donor may at any time terminate the use of the App by deleting the App from their mobile device.
- 4.17. iDonatio may retain some of the Donor's donation transactions documentation after the Donor has terminated their subscription with iDonatio to comply with government regulations.
- 4.18. iDonatio can terminate the use of the App by any Donor if it finds that the Donor is not using the App in the way it was intended to be used without giving notice. If that happens, that Donor will be permanently excluded from using the App.
- 4.19. iDonatio does not charge any fees for the use of the App.
- 4.20. iDonatio has the right to adjust the offered functionalities from time to time to improve or to fix errors on the App.
- 4.21. iDonatio will always work to fix errors within the App's software but cannot guarantee that all errors can be fixed in a timely fashion or fix the error at all.

5. Donating

- 5.1. All donations are done only via the App.
- 5.2. Donations can only be made using debit cards. Credit cards donations are not allowed.
- 5.3. When donating, Donors should ensure that they are donating the amount they can afford to the correct Donee. The platform will provide popups for the Donors to confirm donations before the donation is made.
- 5.4. Donations made and confirmed cannot be reversed.
- 5.5. iDonatio cannot guarantee your donation will be used for the donation type you select during donation and is therefore not responsible for the actions of a Donee.
- 5.6. Once a donation has been made, any dispute or dealings shall be between the Donor and Donee.
- 5.7. If you require your donation to be for a specific purpose only or you are dissatisfied about how funds are being used, you should contact the charity directly.

6. Processing transactions and Protecting your Donation

- 6.1. iDonatio does not provide banking or payment services. To facilitate the processing of donations from the Donor, iDonatio has entered into an agreement with the Gateway - Stripe. The collection of the donation from the Donor's account is done by the Gateway. iDonatio does not handle any money from the Donor.
- 6.2. iDonatio reserves the right to change the gateway at any time.
- 6.3. iDonatio and the gateway will process the data of the Donor in accordance with the law and regulations that applies to data protection. For further information on how personal data is collected, processed, and used, refer to the iDonatio's privacy policy. This can be found at: <https://www.iDonatio.com/privay-policy>
- 6.4. iDonatio and/or the Gateway can refuse a donation if there are reasonable grounds to believe that a Donor is acting in violation of these terms or if there are reasonable grounds to believe that a donation is suspicious or illegal as set out by the government regulations. In this case iDonatio will inform the Donor as soon as possible, unless prohibited by law to do so.

7. Refund Policy

- 7.1. Queries for full or partial refund of a donation will be between the Donor and the Donee. iDonatio will not be involved.
- 7.2. Donees reserve the rights to refund any donation partially or fully.
- 7.3. Donees reserve the rights to retain the processing fees from the donation before refunding any donation.

7.4. When you donate and the transaction has been completed, this cannot be disputed except in the case where fraudulent or unauthorised usage of your payment card or payment method is proven. If you suspect or are aware of fraudulent activity being carried out in your name, you must contact the provider of your card or payment method, for them to advise you accordingly.

8. Security, theft, and loss

8.1. The Donor shall take all reasonable precautions to safeguard their login credentials and avoid misappropriation or unauthorised use of the App on their device.

8.2. The Donor is responsible for the security of their device. iDonatio considers any donation from the App on the Donor's mobile device as a Donor approved donation.

9. Updates

9.1. iDonatio releases updates from time to time, which can rectify errors or improve the functionality of the App. Available updates for the App will be announced by means of notification through Apple's App Store and Google Play Store and it is the Donor's responsibility to monitor these notifications and keep the App up to date.

9.2. An update can stipulate conditions, which differ from the provisions in this term of use.

9.3. By installing such an update, the Donor agrees to these new conditions, which will then form part of this agreement.

9.4. The Donor will be notified of all the changes the update will cause so that the Donor can refuse the update. If Donor does not agree to the changed conditions, they will have to cease using the App and delete the App from their mobile device.

10. Liability

10.1. The App has been compiled with the utmost care. Although iDonatio strives to make the App functional 24 hours a day, it accepts no liability if, for any reason, the App is not available at any given time or for a certain period.

10.2. iDonatio reserves the right to discontinue the App unannounced temporarily or permanently. The Donor cannot derive any rights from this.

10.3. iDonatio is not liable for damage or injury resulting from the use of the App. The limitations of liability as mentioned in this article shall lapse if the liability for damage is the result of intent or gross negligence on the part of the App.

10.4. Donors use the App at their own risk and expense.

- 10.5. iDonatio is not liable for donations made using the App. Donors must ensure that they are donating to the right Donee before confirming donation.
- 10.6. iDonatio is not liable if Donor donates to the wrong Donee or donates the wrong amount of money. Donors will have to request refund of such donation from the Donee directly.
- 10.7. The Donor indemnifies iDonatio against any claim from third parties because of the use of the App or not correctly meeting the agreements made concerning legal or contractual obligations with iDonatio. The User will pay all damages and costs to iDonatio because of such claims.

11. Other provisions

- 11.1. This agreement comes into effect on commencement of the use of the App and will remain in force for an undetermined period from that moment.
- 11.2. This agreement may be terminated by the Donor at any time without giving notice by deleting the App from their mobile device.
- 11.3. Following the termination of this agreement, you shall cease and desist from all further use of the App. You must then delete the App from your mobile device.
- 11.4. If any provision of these terms and conditions is void or destroyed, this will not affect the validity of the agreement, and other provisions of these terms remain in force. In that case, the parties will decide on a new replacement provision or provisions which will be in line with the intention of the original agreement as far as is legally possible.
- 11.5. The Donor is not allowed to transfer the rights and/or obligations arising from the use of the App and these terms to third parties.
- 11.6. If the Donor is selling, giving away or loaning out their mobile device, they must delete/uninstall the App from such mobile device before selling, giving away or loaning out their mobile device.
- 11.7. All the terms and condition herein are governed by the laws of England and Wales.
- 11.8. Any disputes arising from or in connection with these terms and conditions can only be settled in the Courts of England and Wales.
- 11.9. The terms of use shall not affect the Donor's statutory rights as a consumer.
- 11.10. iDonatio features an internal complaints procedure. Any complaint about the implementation of these conditions by iDonatio must be submitted in writing to iDonatio via email at info@iDonatio.com