

General Terms and Conditions

These Terms and Conditions and your Order Form set out the basis upon which The Good Box Co Labs Ltd (GoodBox) agrees to make certain Products and Services available to you through the GoodBox Service.

1. Definitions

Acquirer means the financial institution with whom GoodBox has contracted to and via which customers' transactions are routed for authorisation, clearing and payment;

Addendum means a document signed by you, under which you may amend aspects of this Agreement at the rates specified therein. The Addendum shall be co-terminous with and subject to the provisions of this Agreement;

Affiliates means in relation to any company: (a) any subsidiary or holding company of such company or any subsidiary of such holding company; or (b) any other entity controlling or controlled by such company.

Agreement means collectively the Order Form and these Terms and Conditions (as may be amended from time to time), together with any Addendum;

Bespoke Services means tailored artwork, campaign and fundraising support and other bespoke consultancy services as specified in the Order Form or an Addendum;

Business Day means a day (other than a Saturday, Sunday, bank or public holiday in England) when the banks in London are open for business;

Chargeback means a demand by a Scheme to be repaid a sum of money by us in respect of a transaction which has been previously subject to settlement and for which we have been paid by the relevant Scheme.

Data Protection Laws means any law, directive, legislative enactment, order, regulation, rule or other binding restriction which relates to the protection of personal data, including: (i) the UK Data Protection Act 2018 ("DPA 2018"); (ii) the UK GDPR as defined in the DPA and related laws or regulations (collectively, the "UK GDPR"); (iii) the Privacy and Electronic Communication Regulations (EC Directive) 2003; and (iv) any legally binding guidance, guidelines, codes of practice or approved certification mechanisms issued by any relevant supervisory authority. References to GDPR provisions shall be read to reference the equivalent UK GDPR provision, as amended;

Delivery Address means the address for delivery specified in the Order Form;

Delivery Charge means the delivery charge specified in the Order Form;

Design Content means any content made available via the Product with a view to soliciting Donations or Payments;

Donations or Payments means donations or payments made via the Products to you;

Fees means the Set-up Fee, Purchase Fee, Rental Fee, Delivery Charge, Transaction Fee, Membership Fee and any other amounts payable by you as specified in the Order Form (and any Addendum);

Financial Disclosures shall have the meaning given to it in clause 12(b) below;

Initial Term has the meaning given to it in the Order Form;

Intellectual Property means patents, trademarks, service marks, trade names (including internet domain names and e-mail address names), copyrights, authors rights, moral rights, know-how, rights in look and feel, database rights, rights in designs and inventions and all or any similar or equivalent rights arising or subsisting in any jurisdiction, whether or not any of the foregoing are registered, including without limitation the right to apply for registrations, renewals or extensions in respect of any of the foregoing;

GoodBox means The Good Box Co Labs Ltd, a company registered in England and Wales (10272838) with registered offices at 21 Greenways Business Park, Harlow, Essex CM19 5QE, and "we", "our" or "us" shall be construed accordingly;

GoodBox Service means the service pursuant to which we make the Products and Services available to you;

Membership Fee means the monthly fee as specified in the Order form for ongoing services and support as made available by GoodBox from time to time;

Merchant Terms means the Merchant Terms set out in Schedule 1 of these Terms and Conditions;

Net Donation means the donation less any applicable Transaction Fees, Chargebacks or any other deductions as set forth in the terms of the Agreement.

Online Service means the online platform which provides 24/7 access to detailed fundraising analysis available through an online portal accessed with User IDs and passwords;

Order Form means a document signed by you under which you agree to purchase or rent the Products and subscribe to the GoodBox Service;

Payment Service means the payment processing service in terms of donation collection and the onward remittance to you;

Purchase Fee means the purchase cost as specified in the Order form;

Products means the GoodBox products as specified in the Order Form;

Regulations means any law, enactment or regulation, any regulatory policy, guideline, order, direction, requirement or industry code of any regulatory authority (including good practice codes) applicable to any part of the Products, Services, you or us.

Rental Fee means the rental cost as specified in the Order form;

Scheme Rules means the rules and operating instructions issued by particular Schemes from time to time.

Scheme means Visa, MasterCard and such other schemes notified to you by us from time to time.

Services means the Online Service, Payment Service, Bespoke Services (if applicable), initial artwork and campaign support and ongoing customer support provided by GoodBox;

Set-up Fee means the Set-up Fee specified in the Order Form;

Term means the Initial Term and any subsequent Renewal Period or either of them as the context so requires;

Transaction Fee means the processing fee for Donations or Payments to cover acceptance, authorisation, clearing and payment;

User(s) means you and/or those of your individual employees, agents or contractors who have been issued User IDs and passwords and are authorised by GoodBox to access the Online Service; and

You means the organisation specified on the Order Form purchasing the Products and/or subscribing to the Service provided under this Agreement, as applicable, and 'your' shall be construed accordingly.

2. Products and Services

- (a) In consideration of the payment of the Fees, GoodBox agrees to provide the Products (either purchased or rented as specified in the Order Form) and/or Services, all as specified in the Order Form, to you in accordance with the terms of this Agreement. You acknowledge and agree that you shall use (and shall ensure that Users use) the Products and/or Services in accordance with the terms of this Agreement, any instructions provided and all applicable laws and regulations.
- (b) Upon receipt of the Set Up Fee, the Purchase Fee and/or Rental Fee (as applicable) and the Delivery Charge, GoodBox shall: (i) deliver such quantity and type of Products as detailed on the Order Form to you at the Delivery Address; (ii) use all reasonable endeavours to meet any agreed delivery date which shall be provisional only and GoodBox will not be responsible for any consequence of delay if the delivery date is not met; and (iii) provide user guidelines for set-up and any technical support required thereto.
- (c) The Products will be configured as per the artwork design as agreed with you in writing. Standard template artwork is included, and any additional or bespoke artwork package is available on request at a cost to be agreed between the parties. While we may consult with you, you will ultimately be responsible for all Design Content (except the Financial Disclosures) made available with the Product and ensuring it complies with all applicable Regulations.

- (d) If you wish to purchase accessories or purchase additional Products or Services, this shall also be specified in the Order Form or subsequently agreed and documented in an Addendum.
- (e) Upon confirmation of subscription to the relevant membership category, the Services corresponding to that membership category will become available.
- (f) When providing the Services to you, we will: (i) use our reasonable endeavours to ensure the Payment Services are available 24 hours a day although it is not always possible as these rely on third party providers; (ii) ensure each Product has in place secure protections and controls to allow the transfer of Donations or Payments; (iii) ensure that when we are onsite with you, we (and any personnel associated with us) comply with any of your regulations or policies, provided that you notify us in writing and in advance of any such requirements; (iv) provide you with access to the Online Service or manual reports upon reasonable request if the Online Service is not accessible for any period longer than 72 hours; and (v) provide you with ongoing technical support and maintenance of the Products via telephone, email or webchat (details and hours available at <https://www.goodbox.com/contact-us/>).

3. Warranty and Return of the Products

If purchased:

- (a) The warranty period is 12 months from the date of delivery (the "Warranty Period") during which GoodBox warrants that the Products shall (i) conform with their descriptions; (ii) be free from material defects in design, material and workmanship; and (iii) be fit for any purpose as held out by us.
- (b) Subject to paragraphs 6(b) and 6(c), we may, at our option, repair or replace any defective Products or refund the price of the defective Products in full if you give us notice in writing during the Warranty Period within a reasonable time of discovery that the Products do not comply with the warranty set out in paragraph 3(a) and we are given reasonable opportunity to examine the defective Products.
- (c) The Warranty Period may be extended, upon purchase, with additional payment or as part of a specific membership package, all as specified in the Order Form.

If rented:

- (d) The Products shall at all times remain the property of GoodBox and you shall have no rights to the Products other than those stated in this Agreement and you shall not do or permit or cause to be done any matter or thing whereby our rights in respect of the Products are or may be prejudicially affected.
- (e) Except loss or damage caused by negligence of GoodBox, the Products shall be at your risk from the time of delivery to the Delivery Address until the time they are received by GoodBox at a location as notified to you in writing at the end of the Term.
- (f) At the end of the Term, the Products (in its original packaging) shall be returned to our address referred to in Section 3(b) immediately. Failure, for any reason, to return the Products in its original packaging or return of Products in a damaged condition (other than fair wear and tear) shall cause you to be liable for such replacement and/or repair costs as shall apply from time to time.

4. Payments

- (a) Unless otherwise agreed in writing, we will use reasonable endeavour to pay the Net Donations over to you on a weekly basis, within a reasonable period of time (and in any case within a month) to your chosen bank account nominated to us in writing. Requests for more frequent payment may be subject to further costs, which we will agree with you in writing in advance of any such arrangement.
- (b) The Transaction Fees are calculated as a blended rate (one flat level rate regardless of card type). You hereby acknowledge and agree that we have requested the amount of the interchange fees and card association fees in respect of each transaction to be consolidated and included as part of the Transaction Fees as being payable in respect of each Scheme.
- (c) The Transaction Fees will be deducted directly from the Donations or Payments received. You will have access to the accounting records for the Donations or Payments via the Online Service.
- (d) If the Transaction Fees fall between the whole pence, these will be rounded up to the nearest pence.
- (e) If, after reviewing the accounting records you reasonably believe there is a discrepancy, we will, upon reasonable notice from you, make our records available for inspection to allow you (or party acting on behalf of you) to verify the Transaction Fees subject to that we each bear our own costs for such an inspection.
- (f) You will be responsible for processing any request for refund directly on your GoodBox Mini devices whilst we will be responsible for

processing any request for refunds through all other devices. You will notify us immediately if a donor contacts you directly regarding a refund request if you want us to process the refund request.

- (g) We will issue refunds to donors first by requesting refunds from Donations or Payments we hold for you. If there are insufficient Donations or Payments to issue a refund, we will issue the refund and deduct such amount from future settlement(s) or otherwise invoice you directly as may be applicable. Any such invoice must be paid within 10 days of receipt.
- (h) Your account with us shall remain positive at all times during and after the Term of the Agreement. If at any time the Net Donation is not sufficient to cover the amounts due by you under the Agreement (including but not limited to Chargebacks, fines of any of the Schemes and refunds), we will deduct that amount from future settlement or you shall transfer the deficit due if instructed by us within fourteen (14) days of receipt of written notice. In the event you fail to do so, we shall, without prejudice to any further claims for compensation or damages, be entitled to charge you interest on the late payment of any sum due at a rate of one per cent (1%) per month until such outstanding sum is settled in full and/or withhold or suspend your access to the Services (including suspending Payment Services and withholding transfers to you).

5. Fees

- (a) You must pay the Fees to GoodBox in the amounts and manner set out in your Order Form (and any Addendum).
- (b) The Membership Fee is fixed for the Initial Term and subject to increases calculated on an annualised basis at the higher of (a) 3% and (b) Retail Prices Index during the Renewal Period.
- (c) All Fees due from you under this Agreement are due and payable by bank transfer thirty (30) calendar days from the date of a corresponding invoice, unless otherwise specified and are exclusive of any value added or other taxes or duties which, if payable, shall be paid by you. If payments are made by direct debit, it is due in advance and will be collected on a monthly basis for Services provided in that monthly period.
- (d) GoodBox reserves the right to charge you interest on the late payment of any sum due at a rate of one per cent (1%) per month until such outstanding sum is settled in full and/or withhold or suspend your access to the Services (including suspending Payment Services and withholding transfers to you).
- (e) You may amend or cancel an order by submitting an amended Order Form (in the case of amendment) or cancellation notice in writing clearly stating reasons for such amendment or cancellation, to support@goodbox.com. 90 days before the delivery date will ensure a full refund, 60 days 70% refund or full credit note, 30 days 50% or full credit note, 10 days or less no refund. Refunds can only be arranged for requests received within such timeframe and any amendment or cancellation after that will not be accommodated.

6. Repair and Replacement

- (a) Subject to paragraph 3(a), GoodBox shall, at our option, repair or replace defective Product returned to GoodBox if it is rented or still within the Warranty Period if it is purchased. You must contact support at support@goodbox.com and obtain confirmation from GoodBox prior to returning any Product.
- (b) We shall not be liable for defective Products if (i) you continue to use the Products after identifying them being faulty; (ii) the defect has arisen because you failed to follow our written or oral instructions as to the storage, use or maintenance of the Products; (iii) you alter or attempt to repair the Products without our written consent; or (iv) the defect arises as a result of wilful damage, negligence or abnormal working conditions.
- (c) You shall bear the cost of: (i) any missing parts or the repair, rectification or replacement due to damage to the Products resulting from the negligent or improper use or any wilful damage to the Products by you or any person whether or not permitted by you to use the Products; and (ii) the repair, rectification or replacement due to damage to the Products resulting because of acts of God, accident, fire, neglect, misuse, failure of electrical power, transportation of the Product during the return, or causes other than normal, and all associated shipping and delivery costs.
- (d) For the avoidance of doubt, you must continue to pay the Membership Fees for any period when the Products have been returned to GoodBox for repair or replacement or have been lost or for any other reason are not used.

7. Your Obligations

As a purchaser:

- (a) You may use the Products solely for the purpose for which they are expressly designed and in accordance with the operating instructions as notified to you by GoodBox from time to time. You will not use or permit the Products to be used for any illegal purpose whatsoever.
- (b) You shall not and shall not permit any person to (i) misuse the Products or use them in a manner which constitutes a violation or infringement of any statutory duty or obligation, or any obligation in contract, tort or otherwise; (ii) take or attempt to use the Products outside the United Kingdom; or (iii) hire, rent or lease or in any other way attempt to pass possession of or responsibility for the Products to anyone else unless notified to and agreed by GoodBox.

As a renter:

- (c) You agree that you will not make any modification or alteration to the Products or the software installed in the Products, remove or interfere with any identification marks or plates affixed to the Products, or deface the Products in any way.
- (d) You agreed to (i) keep the Products in good repair and properly maintained and insured, (ii) be liable for any lost or stolen Products, (iii) only have the Products repaired or maintained by GoodBox, (iv) notify GoodBox immediately of any interruption, defect or damage relating to the Products and (v) maintain adequate third party liability insurance against death or injury or loss or damage to property arising directly or indirectly out of your use of the Products.
- (e) You shall provide GoodBox with all such necessary information and co-operation that GoodBox may reasonably require from time to time to enable it to proceed uninterrupted with the performance of its obligations under this Agreement or to prevent or detect fraud. This shall include: (i) provide a suitable location for operation of the Products (if applicable) and take reasonable measures to protect against theft or loss of the Product; (ii) comply with all reasonable instructions from us, and supply us with any information reasonably required for the provision of the Products and Services; (iii) notify us as soon as reasonably possible if there is any problem with a Product (including theft, loss or misappropriation of funds), and provide us with full details; (iv) work with us to resolve any issues with a Product; and (v) allow us (and any personnel appointed by us, provided we have provided you with reasonable prior notice) access the Products for inspection, either onsite or otherwise, when reasonably require.

8. Registrations

- (a) In order to access the Online Service, you shall be required to provide us with a list of the individuals you wish to designate as Users.
- (b) In order to enable GoodBox to process User registrations and issue User IDs and passwords, you shall provide us with certain additional information in respect of each such intended User. This information shall comprise the following: name and e-mail address ("Registration Information").
- (c) Prior to providing such Registration Information to GoodBox, you shall ensure that you have obtained such consents from the designated Users as are necessary to ensure compliance with applicable data protection legislation. You shall ensure that the Registration Information in respect of each User is current at all times for the Term.

9. Data Protection

- (a) We both undertake to comply with the Data Protection Laws in handling any Personal Data under this Agreement. We may act either as a data controller or a data processor, depending upon the activity and any such processing will be undertaken by us in accordance with our Privacy Policy which can be found on GoodBox web site at <https://www.goodbox.com/privacy-policy/>.
- (b) You shall procure necessary permissions from the Users in favour of GoodBox. GoodBox undertakes to treat such information with due care and in accordance with the terms of the GoodBox Privacy Policy.
- (c) You may be a member of a federation or fundraising group which provides you the ability to utilise any group fees as agreed upon with such group. As part of this arrangement, such group is entitled to obtain data insights and you hereby authorise us to share transaction data with your federation/ fundraising group as indicated on your Merchant Application Form.

10. User IDs and Passwords

- (a) Once issued, the User IDs and passwords may only be used by the individual User to whom they were assigned. Only Users shall be entitled to access the Online Service and no User IDs or passwords may be transferred, assigned or otherwise loaned (whether for temporary use or otherwise) in any manner whatsoever.
- (b) When a User is terminated from employment, re-assigned or is otherwise no longer to be granted access to the Online Service, you shall notify us immediately in writing so that we can disable the corresponding User ID and password.

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11. Intellectual Property

- (a) The GoodBox Products and Service provided under this Agreement are protected by English and international laws relating to Intellectual Property and as such belong to GoodBox and its licensors or suppliers. Other than the rights granted in this Agreement, you do not acquire and agree not to assert any rights (whether of ownership or otherwise), in the Service or Products. You shall not remove, alter or conceal any product or service identifications, disclaimers or proprietary restrictions included in the Service or the Products or any associated documentation, regardless of the media on which it is delivered.
- (b) Nothing in this Agreement will affect the ownership of any Intellectual Property owned/controlled by either party. For the avoidance of doubt, this means that the Intellectual Property Rights in the Products, accessories or Services remain vested in GoodBox.
- (c) We may, through the course of providing the Services, acquire Intellectual Property Rights in some content developed for the Products (for example, a particular layout or wording for the request for donations) ("**GoodBox Design IP**"). For the avoidance of doubt, the GoodBox Design IP excludes any content specific to you and your brand. You agree and acknowledge that we may use the GoodBox Design IP with other clients to improve our overall service.
- (d) You grant us a non-exclusive, non-transferrable, royalty free licence to use your brand (subject to any brand guidelines you provide us with from time to time) for the purposes of providing and administering the Products and Services, and unless otherwise notified in writing by you, for the purposes of the promotion and marketing of GoodBox in any media, including but not limited to online.
- (e) We grant you a non-exclusive, non-transferrable, royalty free licence to access the Online Service and any other use of GoodBox Intellectual Property for the purposes of receiving the Services, during the Term of this Agreement.

12. Regulations

- (a) We each agree to comply with all applicable Regulations, including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.
- (b) We are regulated by the Financial Conduct Authority. To comply with our obligations as a regulated firm, we need to take certain steps above and beyond standard suppliers. We have set out a few of these requirements (and how they impact you) below:
 - (i) in order to comply with The Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002 (the "Money Laundering Regulations"), we are required to satisfy ourselves that we are not unwittingly involved in money laundering or terrorist financing. The legislation contains comprehensive requirements regarding client identification, record keeping and mandatory reporting. These requirements are embedded in our client on-boarding process. To avoid the need to request detailed identity information from you, we may use external service providers or conduct electronic verification of your identity which includes searching databases containing public ally available information. We may also pass information to the Acquirer or financial and other organisations involved in fraud prevention to protect ourselves from theft and fraud. We may also ask for additional information from you to confirm this information (for example, a passport, driving licence, trustee addresses and dates of birth). You understand and acknowledge that if you do not provide satisfactory evidence or information within a reasonable time, we may have to cease providing the Products and Services to you. We confirm that we will hold all information you provide to us under this clause securely and that this information will only be used for the purposes of regulatory compliance and to prevent or detect fraud.
 - (ii) In order to comply with the Payment Services Regulations 2017, we are required make certain information available to the donors both before and following the Donation or Payment (the "Financial Disclosures"). For example, the Financial Disclosures will include contact information, any applicable charges and information on how to make a complaint. You understand and acknowledge that the Financial Disclosures must be included in the Design Content.

13. Limitation of Liability and Disclaimer of Warranties.

- (a) GoodBox Service: GoodBox provides the Products and Service to you on an "as-is" and "as-available" basis. GoodBox does not warrant that use of the Service will be uninterrupted, error-free or secure. Use of the Service is entirely at the risk of you and the Users.
- (b) Other than death or personal injury caused by negligence, fraud or fraudulent misrepresentation and those that can't be limited or

excluded by applicable law, each party's total liability to the other party arising under or in connection with the Agreement, whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, will be limited to either, (i) in respect of the Products, cost or replacement value of those Products; or (ii) in the case of Services, the Fees paid during the 12 months period before such claim or a sum equal to £20,000, whichever is higher.

- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, GOODBOX HEREBY (i) DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVICE, PRODUCTS AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE (AND NO CONTRARY COMMUNICATION MADE BY GOODBOX SHALL CREATE A WARRANTY, REPRESENTATION OR CONDITION), AND (ii) DISCLAIM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE SUFFERED AS A RESULT OF USE OF OR RELIANCE UPON THE SERVICE OR PRODUCTS.
- (d) TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL GOODBOX BE LIABLE FOR LOSS OF BUSINESS, REVENUE, PROFIT OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THEORY OF LIABILITY, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF GOODBOX HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Indemnification.

- (a) By You: You agree to defend, indemnify and hold harmless GoodBox and its officers, directors, employees and agents (each an "Indemnified Party" for the purpose of this sub-clause) from and against any liability, damage, loss or cost (including without limitation reasonable attorney's fees, using counsel reasonably acceptable to the Indemnified Party) arising out of or related to any unauthorised use of the Service or Products, your breach of the Scheme Rules or the Merchant Terms or other breach of this Agreement by you or any User, or any other reason where a Scheme levies a fee, fine, penalty or charge against us due to any of your action or inaction. You shall have the reasonable right to control the defence and settlement of any such claim, lawsuit or proceeding (subject to the Indemnified Party's right to participate at its own expense and option) provided that you shall not settle any claim or action in a manner that would impose any obligation on an Indemnified Party without such party's prior written consent (which shall not be unreasonably withheld or delayed).
- (b) By GoodBox: GoodBox agrees to defend, indemnify and hold harmless you and your officers, directors and Users (each an "Indemnified Party" for the purpose of this sub-clause) from and against any liability, damage, loss or cost (including without limitation reasonable attorney's fees, using counsel reasonably acceptable to the Indemnified Party) incurred by you or any User as a result of any third party claim or action that permitted use of the Service or Products infringes that party's Intellectual Property rights. GoodBox shall have the right to control the defence and settlement of any such claim, lawsuit or proceeding (subject to the right of the Indemnified Party to participate at its own expense and option) provided that GoodBox shall not settle any such claim, lawsuit or proceeding which would impose any obligation on an Indemnified Party without such party's prior written consent (which shall not be unreasonably withheld or delayed). The foregoing states the entire liability of GoodBox to you or any other Indemnified Party with respect to Intellectual Property right infringement and you expressly waive any other claims for indemnity from GoodBox.

15. Commencement and Termination

- (a) The Agreement shall become effective on the earlier of the effective date specified in your Order Form or upon delivery of the Products whichever is earlier.
- (b) You acknowledge that as part of the onboarding process, you will complete the Merchant Application Form and promptly provide to us any such information as we reasonably require to enable us complete the "Know Your Customer" checks and to comply with applicable legal, tax and regulatory requirements and codes of practice. We can only provide the Services to you upon successful completion of the onboarding process.
- (c) We agree for the purpose of the Rental Fee and Membership Fee payment calculation, the Initial Term shall only start upon delivery of

the Products which are in working order. On expiry of the Initial Term, the Agreement shall automatically continue in force on a monthly rolling basis (the "Renewal Periods") unless at least 7 days' termination notice is given in writing by either party before the start of the next monthly rolling period, unless terminated in accordance with clause 15(d), 15(e) or 15(f) below.

- (d) GoodBox reserves the right to terminate this Agreement at any time upon 30 days' of written notice to you in the event that GoodBox ceases to make available its Service.
- (e) Either party may terminate this Agreement immediately if the other party (i) commits a material breach of the Agreement and if such breach remains uncured for a period of fourteen (14) days following written notification to the party in breach; (ii) become insolvent; (ii) fail to pay debts as they fall due; or (iii) make a general assignment for the benefit of creditors. Notwithstanding the foregoing, GoodBox may terminate the Agreement immediately upon discovery of any wilful or reckless breach of the provisions of this Agreement.
- (f) GoodBox reserves the right to suspend any part of the Services or terminate the Agreement with immediate effect by giving written notice: (i) you fail to pay any amount due under the Agreement and the non-payment continues for more than 30 days despite reminder for payment; (ii) you fail to meet any updated regulatory requirement in terms of anti-money laundry checks or your risk profile changes significantly; (iii) you fail to comply with the requirements as set forth under the Merchant Terms; (iv) we reasonably suspect or have evidence that fraud is or may be occurring or your activity is deemed otherwise wrongful or in violation of the Scheme Rules; (v) you have submitted false information or are wilfully dishonest, fraudulent and/or engages in misconduct with respect to your business or affairs; (vi) you submit for processing transactions on behalf of third parties other than approved by us or you materially alter your website content, you change your business (model) or there is a direct or indirect change of control of your organisation; (vii) the number of Chargebacks exceeds the limit set forth in the Scheme Rules or the percentage, number or amount of fraudulent transaction submitted are excessive; (viii) any other event, acts or omissions by you which in our sole (but reasonable) opinion is considered to likely harm our brand or reputation; (ix) the Acquirer or a supervisory authority requires us to do so; (x) we are deregistered with the Schemes or the Acquirer ceases to be a member of either Scheme and we have not engaged with any other credit card acquirer at that time; (xi) our agreement with the Acquirer terminates and we have not engaged with any other credit card acquirer at that time; or (xii) you have failed to submit any transaction or no activity is recorded on your account for six consecutive months.
- (g) You shall immediately be notified of a suspension or termination pursuant to clause 15(f) above. Where an event can be remedied, if you provide us with an explanation and request a grace period, we shall allow fourteen (14) days before a suspension or termination is actioned.
- (h) Termination of the Agreement will not affect your or our rights and remedies that have accrued as at termination.
- (i) The rights and obligations under clauses 13 and 14 together with any payment obligations accrued prior to termination, shall survive the termination of this Agreement. Goodbox is entitled to set off any payment due but remain outstanding from you under this Agreement from the funds on your account before transferring the balance to you.
- (j) GoodBox shall not refund any portion of the Fees or other amounts already paid by you at the time of termination, save in the case of (i) your termination for our uncured material breach; or (ii) termination pursuant to clause 16(g) Force Majeure, in which event, GoodBox shall refund you the pro-rata portion of any Fees pre-paid for the Service but not yet earned by GoodBox as at the effective date of termination.
- (k) Upon termination of this Agreement the rights granted under it shall cease and both parties shall upon request, return or confirm they have destroyed all copies or records of any confidential or proprietary information. Notwithstanding the foregoing, both parties shall be permitted to retain such copies of information (in whatever media) as are necessary for internal compliance procedures or as may be required by any law, court or regulatory authority.

16. Miscellaneous

- (a) Changes: GoodBox may change the terms of these Terms and Conditions at any time to reflect changes in law, Scheme Rules, technology or industry standards. GoodBox shall publish the latest Terms and Conditions on the GoodBox website at <https://www.goodbox.com/terms-and-conditions/>. Any change that

is in your favour shall take effective immediately or otherwise as we may specify. We will provide you with at least 30 days' prior written notification (whether through electronic means or otherwise) of a change that would have a material adverse effect on you and you will have the opportunity to terminate the Agreement at the end of the notice period if you are not happy with the changes. Continued use of the GoodBox Service or Products by you or any User shall constitute acceptance of any new or modified version of these Terms and Conditions.

- (b) Confidentiality: Each party shall maintain the confidentiality of the other party's proprietary information during the Term and for three (3) years after the date of the last disclosure. These confidentiality obligations shall not apply to information: (i) lawfully in the public domain; (ii) lawfully possessed by the recipient before disclosure by the other party; (iii) lawfully disclosed to a party by a third party without obligation of confidentiality; (iv) independently developed by a party without reference to the other party's proprietary information; or (v) whose disclosure is compelled by a court or other competent authority (provided in such case that the compelled party makes reasonable efforts to help the disclosing party oppose or limit such compelled disclosure). We both agree to use reasonable endeavours to promote the use of the Products. This includes through use of social media channels, such as Twitter and Instagram. We will both will have regard to each other's instructions regarding any such promotion (for example, any applicable brand guidelines and appropriate social media accounts), as may be set forth in the Artwork Standards Guide or otherwise provided. You agree GoodBox may refer to you as a user of GoodBox Products or a member of GoodBox Services on the GoodBox website or in our communication with other existing or prospective clients.
- (c) Severability: If any provision in this Agreement is held to be invalid or unenforceable, it shall be construed to reflect as closely as possible, its original intention, but all the remaining provisions shall remain in full force and effect.
- (d) Assignment: Neither party may assign, transfer, declare a trust over the benefit of or otherwise dispose of this Agreement without the other party's written consent, which shall not be unreasonably withheld or delayed, except that GoodBox may assign this Agreement to any Affiliate or successor in interest, or in connection with a merger, consolidation, sale of all or substantially all of its assets, change of name or like event.
- (e) Amendments; Waiver: Save as expressly provided herein, amendments to this Agreement must be in writing and signed by authorised representatives of both parties. Any failure by GoodBox to enforce strict performance of any provision of this Agreement shall not prevent it from subsequently doing so. No provision of this Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought.
- (f) Entire Agreement: Save in the case of fraud or fraudulent concealment, your Order Form and the Terms and Conditions (together with any Addendum) constitute the entire and only agreement between you and GoodBox in relation to their subject matter and you acknowledge you have not been given or relied on any representation or other statement whatsoever other than those set out therein. In particular, nothing communicated by any GoodBox sales representative should be understood as a variation of the Agreement or an authorised representation about the nature and quality of the Service or Product.
- (g) Force Majeure: GoodBox shall not be in breach of this Agreement or otherwise liable to you for any delay in performance or non-performance under this Agreement if such delay is due to any event or circumstance beyond its reasonable control including acts of God or nature, failure or shortage of power supplies, acts or omissions of government or other authorities or any telecommunications carrier, operator or administration or Internet service provider, war, act of terrorism, riot, trade dispute, lock-out or labour disturbance (each a "Force Majeure Event"). If any Force Majeure Event continues for a period of one calendar month, then either party may terminate this Agreement with immediate effect.
- (h) Applicable Law; Venue: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with, the law of England. The parties irrevocably agree that English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Merchant Terms

It is important to understand the mechanisms and principles of the payment industry. If a donor pays with debit or credit card, Scheme Rules apply as set by the Schemes such as Visa and Mastercard. Any risks relating to a transaction generally rests with the merchant in accordance with industry standard in the payments sector. For example, a reversal or penalty if with a transaction breaches the Scheme Rules,. Goodbox merely operates a facilitator of the transactions and therefore are not be liable for these. As per standard contractual arrangements, any liability relating to the transactions is passed on by the Schemes to the Acquirer, then by the Acquirer to the payment facilitator and then by the payment facilitator to the merchant, you in this case.

All parties involved in credit card processing, the Acquirer, we and you as merchant are governed by the Scheme Rules. In our role as the payment facilitator we will endeavour to advise you in relation to processing and to card processing and alleviate risk wherever possible. As part of this, we have created this schedule to provide an overview of the standards you are expected to adhere to. We may notify you of any further requirements where required and may update this schedule from time to time.

1. Transactions and Processing

- (a) Authorisation by the Acquirer of a Transaction does not guarantee payment to you for a Transaction nor is it a guarantee that you will not be subject to a Chargeback or debit in relation to that Transaction. Should a cardholder deny having participated in a Transaction, we or the Acquirer may, at our discretion, withhold or return the relevant Transaction(s).
- (b) All Transactions accepted by you must be in GBP unless we have given our prior consent in writing that payment in other currencies may be accepted. The dynamic descriptor is determined by us.
- (c) You acknowledge and agree that you must not: (i) undertake Transactions for anything other than the activities as detailed by you on the Merchant Application Form; and (ii) process Transactions on behalf of a third party without our prior written consent.
- (d) You acknowledge and agree to operate and to comply with the Scheme Rules (as amended from time to time), and to process Transactions as required in, and in accordance with these Merchant Terms. Any Transaction accepted by you which is in breach of these Merchant Terms, or such other requirements as we may notify to you from time to time, and/or which is disputed by the relevant cardholder and/or issuer, may be rejected by us or the Acquirer. In the event of any inconsistency between any provision of the Agreement and the Scheme Rules, the Scheme Rules will take precedence.
- (e) You acknowledge that we or the Acquirer may, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or which subsequently become due to you pursuant to these Merchant Terms if in good faith we or the Acquirer suspect that (i) any transaction is fraudulent or involves other criminal activity, (ii) that the transaction was not in the ordinary course of your business, (iii) if the number and/or size of the transaction(s) is significantly greater than expected, (iv) if any of the termination events has occurred, or (v) if we or the Acquirer suspect that any such termination event has, or is likely to occur. All payments so suspended may be retained by us or the Acquirer until we or the Acquirer have satisfied ourselves that such transaction(s) is/are legitimate and no longer liable to be the subject of a Chargeback. No interest shall accrue in respect of any such amount that is so withheld.
- (f) We may, at our discretion, impose a limit on the total value of Transactions we process for you over a given period of time. The Merchant Application Form indicates the annual value of Transactions that you anticipate you will require us to process on your behalf. The limit may be amended from time to time, and, if you exceed an established limit, processing may be suspended/or funds held by us in a reserve account until a new limit is agreed.
- (g) If a card issuer exercises its rights not to settle or to undertake a Chargeback, we will immediately, and without notice, be entitled, and you will allow us, to debit your settlement funds due by us to you or to debit your bank account (in case the settlement funds are insufficient), or to recover from you by any other means, the amount paid by us to you in respect of that transaction.
- (h) You acknowledge and agree that any and all Transactions (including - but not limited to - recurring Transactions) are accepted at your own risk and that you shall be fully financially liable and responsible for all transactions processed under your Merchant Account and the handling of all disputed Transactions, credits and other customer service-related issues and expenses caused by you. You acknowledge

that you are liable for any loss that we or the Acquirer may incur as a result of your acts and/or omissions.

- (i) In no event may you submit transactions: (i) for any activity, website or entity not explicitly authorised by us, that does not comply with Merchant Terms or that you know or ought to know is illegal; or (ii) for any transactions that are fraudulent or not authorised by the Donor.
- (j) You acknowledge the fact that credit cards have an increased risk of misuse. You agree that you will be liable for any reversals (including but not limited to Chargebacks) with respect to Transactions processed under the Agreement. This liability is not subject to any limitation of liability that may be expressed elsewhere in the Agreement and survives termination or expiration of the Agreement. Any and all cancellations must be actioned and/or refunded, where applicable.
- (k) We may give you immediate notice of termination if we or the Acquirer consider that in our opinion, which shall be final, the content of your website do not meet the standards required for us or the Acquirer (as laid down in the Merchant Terms, Artwork Standards Guide or otherwise) to continue to offer you a merchant facility.
- (l) The Acquirer shall be authorised (through an irrevocable licence) to use your transaction data, which shall be processed in accordance with your privacy policy, which can be found here: <https://aib.ie/Privacy-Statement>. How they will use the transaction data, for what purposes, with whom they share and whether that is done within or outside the EEA is described in more detail this policy.
- (m) You must provide Donors with a valid customer support telephone number and clearly stated opening hours (indicating the time zone), during which calls are answered. Alternatively, the Donor must have the option to leave a request for call-back. All telephone numbers (for cancellations and customer support) must include the international dialing code.
- (n) You may not: (i) undertake Transactions for anything other than the genuine submission of a Donation; (ii) discriminate against the use of cards in any way; (iii) split a Transaction into two or more Transactions; (iv) accept Transactions relating to Donations which fall outside the description of your charity business without our prior written approval; (v) accept a Transaction or present Transaction data for processing which was not undertaken directly between the you and the Donor; (vi) submit Transaction data which you know or ought to have known is illegal; or (vii) refund Transactions to a card which was not originally used to make such Transactions, and you must not, under any circumstances, accept money from a Donor in connection with processing a refund to the Donor's account.
- (o) You will not transfer or attempt to transfer financial liability by asking or requiring a Donor to waive his rights to dispute a Transaction in your terms and conditions or otherwise.
- (p) You represent and warrant that all statements contained in the Transaction data are true, accurate and complete and that the Transaction has been entered into by you in good faith and you are not aware of any dispute relating to or any matter which may affect the validity of the Transaction.

2. Security

- (a) It is your responsibility to ensure that you operate in accordance with information security best practices, including but not limited to, your obligations regarding PCI where it is applicable to your organisation.

3. Indemnity

- (a) You agree to indemnify us on a full and continuing basis against all losses arising from or in connection with any Transaction or your breach of Scheme Rules or the Merchant Terms, any loss or corruption of Transaction data and/or for any other reason where a Scheme levies a fee, fine, penalty or charge against us due to any action or inaction by you. This liability is not limited by any limitation in liability that may be expressed elsewhere in the Agreement and survives termination or expiration of the Agreement.

4. Settlement

- (a) You acknowledge that the Acquirer may retain or withhold settlement of any sums due if the agreement between us and Acquirer is breached as a result of your breach of your obligations under the Agreement.
- (b) Notwithstanding Acquirer's agreement to pay any settlement funds to us for subsequent settlement to you, you acknowledge and agree that the Acquirer may, from time to time, require the settlement of funds to be paid into: (i) a settlement account; (ii) a trust account; or (iii) an escrow account instead. If the Acquirer requires us to do so, we will inform you accordingly and discuss the impact thereof, if any.

- (c) In the event of termination of this Agreement, we may withhold (a portion of) the settlement funds to cover the outstanding and/or reasonably expected future risk of Chargebacks, fines and other obligations of Merchant under the Agreement. Upon request, we shall provide a written justification for the amount withheld.

5. Warranties

- (a) You warrant and represent to GoodBox that: -
- (b) You will perform your obligations under the Agreement in compliance with applicable laws and the Scheme Rules, the Merchant Terms and all relevant PCI DSS requirements applicable to you and your website(s);
- (c) You will continue to have, maintain and comply with all approvals, licences, authorisations and licences (if any) needed to perform your obligations or provide your services (such as your registration with the Charity Commission);
- (d) You have full capacity and authority to enter into and to perform the Agreement; and
- (e) Your proposed activities (not involving GoodBox's Services, Products or technology) under the Agreement do not infringe any applicable laws, the Scheme Rules and/or the rights of any third party, including any third party's Intellectual Property Rights.

6. Information and Audit Rights

- (a) On an ongoing basis, you must provide us with the current address of each of your offices, all "doing business as" (DBA) names and a complete description of your charity organisation for which Donations are sought.
- (b) You will provide us and agrees that the Acquirer or the Schemes may use, for the purposes of fulfilling their obligations under the agreement with us or as otherwise required by Acquirer, any information, whether confidential or otherwise, that Acquirer may, from time to time, request within five (5) days of us making that request of you.
- (c) You will on request by Us or the Acquirer (as applicable and at your own expense):
- (d) provide documentary evidence, in the form and in the manner requested by Us or the Acquirer, of your compliance, and that of your representatives and third parties involved, with all of the requirements and obligations set out in the Agreement or the Scheme Rules;
- (e) provide all such information required to carry out necessary investigations for the purpose of such audit; and
- (f) grant unrestricted systems access to us the Acquirer and/or the Schemes to enable us/them to confirm the purpose of the audit.

7. Scheme Rules

- (a) A full copy of the Scheme Rules can be found here: <https://www.visaeurope.com/about-us/policy-and-regulation/veor> and <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>. It will be your obligation to comply with these Scheme Rules and to ensure you have read and understood the parts that are relevant to you in these documents. This schedule does not contain an exhaustive list of all requirements and obligations arising out of the Scheme Rules.
- (b) You acknowledge and agree that the Schemes have the right to enforce any provision of the Scheme Rules and to prohibit you and/or us from engaging in any conduct the Schemes deem could injure or could create a risk of injury to the Schemes, including injury to reputation, or that could adversely affect the integrity of the interchange system, the Schemes confidential information as defined in the Scheme Rules, or both.
- (c) You will not take any action that could interfere with or prevent the exercise of this right by the Schemes.