



## User Agreement For Partner Organizations

### THIS AGREEMENT IS BETWEEN:

**GIVEASIA PTE LTD**, a company incorporated in Singapore, bearing Company Registration Number: 200915362M and having its registered office at 87 Club Street #03-01 Singapore (069455) (hereinafter referred to as “**GIVE**”);

**AND Donee** (Appendix A) refers to the applicant organization that has requested to use GIVE Website (hereinafter referred to as the “**Donee**”).

GIVE and the Donee shall each be referred to as a “**Party**” and shall be collectively referred to as the “**Parties**”.

### WHEREAS:

- A. GIVE is a corporate entity providing web hosting services on its website and mobile app (the “**GIVE Website**”) to facilitate fundraising, volunteering and advocacy for charitable purposes and social impact organizations on the Internet (the “**GIVE Services**”).
- B. GIVE agrees to provide web hosting services on the GIVE Website for the Donee to enable the Donee to receive GIVE Services through the Internet and on the ground, on the terms and conditions set out in this Agreement.

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### THE PARTIES MUTUALLY AGREE AS FOLLOWS:



## 1. TERM OF AGREEMENT

This Agreement shall apply retroactively and commence on the Commencement Date and shall continue for a minimum of 30 days subject to the right of termination.

## 2. APPOINTMENT AS AGENT

- 2.1. The Donee represents, warrants and undertakes that it has the necessary approval for its authority to enter into this Agreement.
- 2.2. The Donee authorizes and appoints GIVE as the Donee's agent, to carry out the following:
  - 2.2.1. To facilitate fundraising and volunteering appeals on behalf of the Donee;
  - 2.2.2. To facilitate marketing and advocacy on behalf of the Donee; and
  - 2.2.3. To accept donations from the Donors on behalf of the Donee.

## 3. PROVISION OF SERVICE

- 3.1. Subject to the terms and conditions of this Agreement, GIVE shall provide the Donee with the GIVE Services by such means as GIVE determines, so as to set aside advocacy contribution to get people attention if applicable, and to enable Donors to make donations or Volunteers to engage the Donee through the GIVE Website.
- 3.2. GIVE, shall, as part of the GIVE Services, provide the Donee with web pages (the "Donee Webpage") on the GIVE Website, which shall be used by the Donee to conduct a Fundraising and Volunteering Appeal on the Donee's behalf. The Donee web pages shall be maintained by GIVE.
- 3.3. The Parties agree that any and all Proceeds collected on behalf of the Donee shall be used by the Donee, in its discretion, notwithstanding that the Fundraising Appeal is intended for a specific or general charitable purpose as stated by Donee on the Donee Webpage. Subject to Clause 5.4, the Donee shall, in its discretion, be entitled to change the purpose of the Fundraising Appeal and use of the Proceeds.
- 3.4. Subject to the right to suspend the GIVE Services as set out in Clause 11, GIVE shall provide the GIVE Services on a continuous basis during the term of this



Agreement. If the GIVE Services are unavailable for access to both the Donee and the Donor due to maintenance of any other reasonable foreseeable cause, GIVE shall use reasonable efforts to inform the Donee.

- 3.5. GIVE shall provide the Donee with a secured, password protected user account (the “Donee User Account”) on the GIVE Website. This Donee User Account shall be used by the Donee to access its information (the “Donee Information”) on the GIVE Website. GIVE shall accordingly provide the Donee with the necessary identification and log-in information in respect of the Donee User Account.
- 3.6. GIVE undertakes to keep the Donee Information confidential and shall not use, or howsoever deal with the Donee Information, other than as set out in the terms and conditions of this Agreement, or as required by law, or as consented to by the Donee.
- 3.7. For the purposes of this Clause 3, Donee Information shall include:
  - 3.7.1. The organization profile and contact information for the Donee;
  - 3.7.2. The full name, address and contact details of the Donors who have made donations to the Donee in the previous Collection Period, except where the Donor has requested anonymity, and/or where the Donor has not requested a tax deduction in respect of a donation made;
  - 3.7.3. The personal identification details (e.g. Name, Email, National ID) of the Donors where a tax deduction has been requested in respect of donations made;
  - 3.7.4. The full name, profile and contact details of the Volunteers who have signed up or pledged to be a volunteer.
  - 3.7.5. Volunteer and Donation transaction records for the previous one (1) year (i.e. twelve (12) months);
  - 3.7.6. Information relating to the Donee’s authority to collect donations and engage volunteers;
  - 3.7.7. Information in connection with the purpose of the Fundraising Appeal and use of the Proceeds, as well as Volunteering Appeal.



#### **4. OBLIGATIONS OF GIVE**

##### **4.1. Donee Management Account**

GIVE shall keep a separate management account for the Donee (the “Donee Management Account”) which is a record of the following:

- 4.1.1. All registrations and pledges from the Volunteers received through the GIVE Website on behalf of Donee;
- 4.1.2. All donations from the Donors received through the GIVE Website on behalf of the Donee;
- 4.1.3. The amount of Bank Fees deducted, if any, in accordance with Clause 4.4;
- 4.1.4. The amount of Advocacy Contribution deducted, if any, upon request by Fundraiser and Donee;
- 4.1.5. The amount of Unused Adcocacy Contribution that is refunded, if any, upon request of Donee;
- 4.1.6. All payments made from the Donee Management Account.

##### **4.2. GIVE Bank Account**

GIVE shall open and maintain a bank account (the “GIVE Bank Account”). GIVE shall pay all donations received from the Donors during the Collection Period through the GIVE Website into the GIVE Bank Account.

##### **4.3. Net Proceeds**

- 4.3.1. GIVE, shall, where possible, make prompt and direct payment of the Proceeds due to the Donee, if any, at the end of every Collection Period subject to Clause 4.6. GIVE shall immediately inform the Donee if it is unable to make prompt payment.
- 4.3.2. Notwithstanding anything to the contrary in this Agreement, GIVE reserves the right to withhold and/or defer any Donee payout related to Transactions: (i) suspected to be fraudulent; (ii) suspected to be related to illegal activities or otherwise contrary to Applicable Law; (iii) which are likely to become subject to a chargeback or refund; (iv) which are subject to investigation by a regulatory authority, or a Payment Method provider.



#### 4.4. Bank Fee

For the purposes of this Agreement, the Bank Fee comprising of:

- 4.4.1. A payment processing fee deducted from each donation is payable directly to our payment partners (e.g. Stripe, Paynow, Paypal, etc). For the purposes of this Agreement, “payment processing fee” shall refer to all fees, charges and taxes relating to the establishment of the GIVE Bank Account, the receipt of money into the GIVE Bank Account by credit or debit card, and the drawing of cheques or other bank transfers by any other means. Please see applicable fees [here](#).
- 4.4.2. A variable transfer fee may be charged by the payout provider in transferring all the donations collected from GIVE Bank Account to Donee’s Bank Account. For the purposes of this Agreement, “variable transfer fee” shall refer to all fees, charges and taxes relating to the handling charge, cable charge, conversion rate and agent bank charge relating to sending donations collected to Donee’s Bank Account.

#### 4.5. Payment for Services

- 4.5.1. GIVE shall deduct the bank fee and Advocacy contribution upfront before sending donations collected to Donee’s Bank Account.

#### 4.6. Collection Period

- 4.6.1. For the purposes of this Clause 4, the Collection Period refers to a period of one (1) full calendar month following UTC time and shall repeat on a monthly basis by default. GIVE shall compile all the funds raised and send them to the Donee by an appropriate transfer method. If Donee has raised less than SGD 300 in a month, GIVE shall hold on to the funds until the Donee has raised equal to or more than SGD 300 so that transfer fee may be less expensive for Donee.

#### 4.7. Refund and chargeback

- 4.7.1. GIVE shall handle refunds, chargebacks and/or disputed transactions, and support the representation of chargeback transactions on behalf of



the Donee.

- 4.7.2. GIVE reserves the right to refuse to execute a refund if it is prohibited by Applicable Law or does not meet the conditions of this agreement.
- 4.7.3. GIVE shall not be obliged to investigate the validity of any chargeback by any card issuer or Payment Method provider, whose decision or determination shall be final and binding in respect of any chargeback.
- 4.7.4. Where a chargeback occurs, GIVE shall be entitled to make a deduction from any settlement received by us from the Payment Method provider (i) the full amount of the relevant chargeback and (ii) any other losses which we have incurred as a result of or in connection with such chargeback.

#### 4.8. Records

- 4.8.1. GIVE shall keep a record of the all transactions required under this Agreement for a period of no less than five (5) years from the Commencement Date of this Agreement.
- 4.8.2. The Donee or its representative may, on giving at least ten (10) business days written notice, examine and make copies of the books, records and documents of GIVE which relate to the Donee only.

### 5. OBLIGATION OF THE DONEE

- 5.1. The Donee warrants and represents that it has the authority to enter into this Agreement as permitted by the relevant licenses, consents, permissions, authorities, registrations in respect of its status as a registered charity or organization under the laws of the country where it has been incorporated.
- 5.2. The Donee shall:
  - 5.2.1. Provide GIVE with all appropriate bank account details to which the Proceeds of the Donee shall be transferred;
  - 5.2.2. Inform GIVE in writing, where reasonably possible, of any changes to its tax or legal status, tax status or bank account details within five (5) business days prior to the last day of the Collection Period;
  - 5.2.3. Directly refund any donations to the Donors with addresses in States or



- Territories in which the Donee is not legally entitled to collect or solicit donations and shall immediately inform GIVE of such a circumstance;
- 5.2.4. Declare that GIVE has authority to carry out the GIVE Services on behalf of the Donee as set out in the terms and conditions of this Agreement; and
  - 5.2.5. Where a request for a tax deduction has been made by a Donor, the Donee shall promptly apply for the same on behalf of the Donor.
  - 5.2.6. A Certificate of Registration or Incorporation as a company or an incorporated association, where applicable; and
  - 5.2.7. Where applicable, Documents evidencing that the Donee is a Qualified Charity as defined under the Income Tax Act of the country where it has been incorporated.; and
  - 5.2.8. A draft of the Donee Information, which shall include details of the purpose of the fundraising and the intended use of the funds raised and the States and Territories in which the Donee can legally collect or solicit donations.
- 5.3. In the event of a refund under Clause 5.2.3, the Donee, shall still be liable to settle the dispute with the Donor by reimbursing such donation.
  - 5.4. The Donee shall ensure all data requested by GIVE to be provided for a refund are provided with each refund submitted for processing by GIVE.
  - 5.5. Donee undertakes to work with GIVE in good faith to provide us with the contact information of the Donors and/or otherwise contact the Donors at our request where we believe this is required under Applicable Law or Payment Method providers, to perform risk or fraud assessments and/or chargeback investigations, including in respect of a donation, refund and/or chargeback. Donee shall, in compliance with the Data Protection Law, procure and provide consent where required for GIVE to contact the Donor directly for this purpose.
  - 5.6. The Donee shall inform the Donors of any change to the purpose of the Fundraising and Volunteering Appeal, as well as use of the Proceeds, within fourteen (14) days of the date of the change, by publishing a notification on the Donee Webpage. The Donee shall also promptly inform GIVE of such change by way of written notification.



- 5.7. The Donee represents and warrants to GIVE that all use of the Proceeds collected on behalf of the Donee:
  - 5.7.1. Shall not breach any law, standards or applicable laws of conduct;
  - 5.7.2. Is not contrary to public order or morality;
  - 5.7.3. Without limiting the generality of the above, will not expose GIVE to the risk of any claim, legal or administrative action.

## **6. DONEE INFORMATION OBLIGATION**

The Donee represents and warrants to GIVE, that the Donee Information:

- 6.1. Does not infringe any third party Intellectual Property Rights or other rights;
- 6.2. Is in a format designated by GIVE to enable publishing onto the GIVE Website;
- 6.3. Does not breach any law, standards, content requirements or applicable laws of conduct;
- 6.4. Does not contain any misrepresentation or material omission that would lead to a conclusion of misrepresentation by the Donee and GIVE;
- 6.5. Does not contain any material that is contrary to public order and morality;
- 6.6. Does not contain any instructions which if implemented might cause damage or injury to any person or property; and
- 6.7. Without limiting the generality of the above, will not expose GIVE to the risk of any claim, legal or administrative action.

## **7. LICENCE FROM DONEE**

- 7.1. Subject to Clause 7.2, the Donee grants to GIVE a non-exclusive, royalty-free world-wide licence to use, copy, display, transmit, publish, reproduce, adapt and communicate to the public, the Donee Information. This licence shall include making available the Donee Information on the GIVE Website or in publicity, marketing or internal documents for GIVE for the purposes of this Agreement.
- 7.2. GIVE undertakes to ensure that the Donee Information is reasonably protected from unauthorized usage by third parties, and is used only with the Donee's consent in respect of the activities contemplated by this Agreement, provided that this consent





shall not be unreasonably withheld

## **8. INDEMNITY IN FAVOUR OF GIVE**

The Donee shall at all times release and indemnify GIVE, its servants and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by GIVE arising from any claim, demand, suite, action or proceeding by any person against GIVE, its servants and agents where such loss or liability has arisen out of, in connection with, or in respect of:

- 8.1. The Donee Information, excluding any deliberate act by GIVE, with respect to the use of the Donee Information;
- 8.2. Any breach by the Donee of its authority by entering into this Agreement;
- 8.3. Any breach of any relevant law, standards, content requirements or applicable laws of conduct by the Donee;
- 8.4. Any responsibility for any injuries, accidents, or legal issues arising from volunteer activities. Volunteers and advocates are responsible for ensuring their participation complies with local laws and safety regulations.
- 8.5. Any breach by the Donee of this Agreement; or
- 8.6. Any information given or representation made to GIVE prior to entering this Agreement, or during, or after the term of the Agreement, excluding any negligent or deliberate act by GIVE in relation to such information or representation.

## **9. CONFIDENTIAL INFORMATION**

- 9.1. The Parties shall treat as confidential, any and all information which is furnished or disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") during the term of this Agreement which is acquired as a result of the provision of the GIVE Services and the use of the GIVE Website, and which is not in the public domain.
- 9.2. The Receiving Party shall not disclose to any third party any such confidential information without the Disclosing Party's consent, except where required to do so by law.



- 9.3. The Receiving Party will notify the Disclosing Party promptly of any unauthorized use or disclosure of confidential information and cooperate with and assist the Disclosing Party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- 9.4. This Clause 9 shall survive any expiration or termination of the Agreement.

## **10. SUSPENSION OF SERVICES**

- 10.1. GIVE shall have the right, at its absolute discretion, to suspend the GIVE Services in order to carry out essential maintenance work to the GIVE Website or any aspect of the GIVE Services, or upon the occurrence of an event beyond the reasonable control of GIVE.
- 10.2. GIVE shall use its best endeavours to ensure that any disruption to the GIVE Website or the GIVE Services, will be limited to a minimum where possible. Should the period of disruption exceed two (2) consecutive hours in duration, GIVE shall promptly inform, where reasonable, the Donee about the suspension of GIVE Services. In the event of such a suspension, GIVE shall not be liable to the Donee for any direct or indirect loss arising from this suspension of GIVE Services.

## **11. COMPLAINTS**

Any complaint arising in connection with this Agreement shall be in writing and submitted to GIVE for resolution within seven (7) days from the date of incident, which is the subject of the complaint. If the complaint is not resolved to the satisfaction of the Parties within thirty (30) days, the complaint may be referred for consideration to the Singapore Mediation Centre.

## **12. TERMINATIONS**

- 12.1. Either Party (the “Terminating Party”) may terminate this Agreement in the event of a material breach of this Agreement by the other Party (the “Defaulting Party”) which continues without cure for thirty (30) days following the giving of notice of such breach to the breaching party. For the purposes of this Agreement, the following are terminating events:



- 12.1.1. Any breach or threatened breach by either party of any of its obligations under this Agreement;
  - 12.1.2. Any breach of authority to enter into this Agreement;
  - 12.1.3. Any breach of law, rules or regulations;
  - 12.1.4. The appointment of any type of insolvency administrator in respect of the property or affairs of either party;
  - 12.1.5. The entry or proposed entry by either party into any scheme, composition or arrangement with any of its creditors;
  - 12.1.6. Where the Donee has committed an act which if true, in the opinion of GIVE, would adversely affect the reputation or business of GIVE conducted on and from the GIVE Website; or
  - 12.1.7. Where GIVE has committed any act, which may have the effect of vilifying or bringing into disrepute, the Donee's reputation.
- 12.2. Either Party may mutually terminate this Agreement by giving at least thirty (30) days written notice to the other Party.
- 12.3. After termination of the Agreement, GIVE shall immediately remove the Donee Information from the GIVE Website. GIVE shall accordingly reject any further donations on behalf of the Donee.

### **13. GENERAL**

#### **13.1. Warranty of Authority**

Each Party signing this Agreement represents and warrants to the other Party, as at the date of this Agreement, that the signatory has the full power and authority to execute this agreement on behalf of that Party.

#### **13.2. Notices**

13.2.1. Any communication or notice between the Parties made for the purposes of this Agreement shall be made in writing and shall be dispatched to the addressee thereof at that Party's address or may be sent by email, as set out below:



GIVE:

87 Club Street #03-01 Singapore (069455)

Email: legal@give.asia

Donee

As provided in Donee profile on GIVE Website

13.2.2. Any communication to the Parties shall be deemed to have been received five (5) days after the date of posting or, in the case of transmission of an email, twenty-four (24) hours after the time the email was sent.

13.2.3. Each Party shall duly inform the other Party of any change to its address above.

13.3. Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Singapore. Subject to Clause 14.1, the courts of Singapore will have non-exclusive jurisdiction over any disputes arising in connection with this Agreement.

13.4. Dispute Resolution

13.4.1. Any dispute arising in connection with this Agreement shall be notified in writing by one party to the other and shall first be addressed by direct personal liaison between the respective signatories of this Agreement.

13.4.2. If any dispute is not resolved under this Clause 13.4.1 within ten (10) business days of such notification, the matter shall (if applicable) be referred to be resolved by direct liaison between nominated senior officers of the respective Parties.

13.4.3. If any dispute has not been resolved by such senior officers within a further ten (10) business days, the matter may be referred at the option of either Party, within a further five (5) business days, to mediation at the Singapore Mediation Centre and where any such reference is made neither party shall commence legal proceedings in respect of the relevant matter until such procedure is complete.

13.5. Variation



No variation of this Agreement nor consent to a departure by a Party from a provision, shall be of effect unless it is in writing, signed by the Parties or (in the case of a waiver) by the Party giving it. Any such variation or consent shall be effective only to the extent to or for which it may be made or given.

13.6. Assignment

A Party may not assign its rights under this Agreement without the written consent of the other Party which consent may be given or withheld, or given on conditions in the absolute discretion of the other Party including a condition that the assignee comply with all applicable law, rules or regulations.

13.7. Waiver

The non-exercise of or delay in exercising a right of a party shall not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by notice, signed by the party (or its authorized representative) to be bound by the waiver.

13.8. Severability

This Agreement shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:

13.8.1. That provision shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or

13.8.2. If the provision or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

13.9. Force Majeure

Neither Party shall be liable for any default or delay in performance of its obligation under this Agreement if and to the extent that such default delay is caused by

elements of nature or acts of God or any other similar cause beyond the reasonable control of such party. In such circumstances the non-performing Party shall be excused from further performance or observance of the obligations so affected as long as such circumstances prevail and such Party continues to use its best endeavors to recommence performance of its obligations without delay.

13.10. No Third Party Right

For the purposes of the Contracts (Rights of Third Parties) Act (Cap. 53B), this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its terms.

## 14. INTERPRETATION & DEFINITIONS

14.1. Interpretation

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- 14.1.1. Singular includes plural and vice versa;
- 14.1.2. Any gender includes every gender;
- 14.1.3. A reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, include successor bodies;
- 14.1.4. References to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- 14.1.5. References to signature and signing include due execution of a document by a corporation or other relevant entity;
- 14.1.6. References to months mean calendar months;
- 14.1.7. References to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in- council, rules, by-laws and ordinances made under those statutes;
- 14.1.8. References to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or

replacement statutes;

14.1.9. Headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;

14.1.10. Where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;

14.1.11. Each paragraph or subparagraph in a list is to be read independently from the others in the list;

14.1.12. A reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and

14.1.13. A reference to a party includes that party's executors, administrators, substitutes, successors and permitted assignments.

## 14.2. Definitions

In this Agreement:

Commencement Date means the submission date of application form on GIVE Website by Donee;

Donor means an individual or company who makes a donation through the GIVE Website;

Volunteer means an individual or company who registers or pledges through the GIVE Website;

Fundraising Appeal means the solicitation, or receipt of money or benefit, on the basis of a representation that the solicitation or receipt is not solely for the profit or commercial benefit of the person or any other person, cause or thing on whose behalf the person is soliciting or receiving the money or benefit.

Volunteering Appeal means the recruitment drive, either pro-bono or low-bono, on the basis of a representation that the recruitment is not solely for the profit or



commercial benefit of the person or any other person, cause or thing on whose behalf the person is recruiting for.

Intellectual property rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields;

Loss means any damage, loss, liability, cost, charge, expense, outgoing or payment (whether direct, indirect, consequential or incidental).

Proceeds mean the total donations received by GIVE on behalf of the Donee during a Collection Period;

Payment Method means a credit card, debit card and any other bill payment service or payment mechanism which enables the holder to access funds in an account at an authorized deposit-taking institution.





## Appendix A

### 1. DONEE INFORMATION

- 1.1. Registered Organization:
  - 1.1.1. Entity Name:
  - 1.1.2. Address:
- 1.2. Contact Details:
  - 1.2.1. Person Name:
  - 1.2.2. Phone:
  - 1.2.3. Email:
- 1.3. Bank Account Information:
  - 1.3.1. Account Name:
  - 1.3.2. Account Number:
  - 1.3.3. SWIFT Code:
  - 1.3.4. Country: