

## Reframe Terms of Service

Our terms of service describe what Reframe does for you and the charities and other causes you support, and what we require of you as a user.

“Cause” and “cause” refers to charities and other causes you support through use of our service, including non-charitable Reframe Crowdfunding.

“Reframe” or “us” or “we” refer to the owner of the website, Giving.com Limited

“Reframe Crowdfunding” or “crowdfunding” and related terms refer to certain non-charitable causes listed as such on the Website.

“Website” refers to <https://www.Reframe.Network>.

“You” and “your” refers to each user or viewer of the Website, including donors, charities, fundraisers and crowdfunders.

These terms of service apply in each country where we operate.

## Summary

- **Online Giving** — We operate a website that processes donations on behalf of the Causes featured on it.
- **User Conduct** — If you create a Reframe page or use any of our services, please remember Reframe’s code of conduct. If we find offensive, defamatory, libelous, threatening, harassing, or obscene content on the Website, we will remove it and terminate your access. Please ensure the content you upload to the site, especially pictures and videos, does not infringe another person’s copyright.

## Terms of Service

These terms of service (and the relevant country specific terms) (collectively, the “Terms”) “govern your use of the Website and its associated services. Please read these Terms carefully. Your use of the Website and/or and its associated services constitutes your assent to these Terms.

We may update these Terms from time to time. It is your responsibility to review these Terms wherever you access the Website. The current terms are valid at the moment of use. The latest version of these Terms will govern any future usage by you of the Website and its associated services. The date on which these Terms were last updated is stated at the end of this document.

### **About the Causes featured on the Website:**

The Website and its associated services allow you to donate to and raise funds for any Cause listed on the Website. Every Cause featured has an agreement with Reframe authorising Reframe and/or Cohere Charity to collect donations on its behalf. Causes are listed on this Website at Reframe's discretion; however, we are not responsible for the activities of any Cause. A charity must have the appropriate authorisation, permit or licence to operate as a charity, as required by the local laws of the territory in which it operates.

NOTE: Reframe Crowdfunding pages are not intended to raise money for charities, so you should read the description of them carefully and make your own decision regarding the authenticity and suitability of the recipient to receive your donation. It is your responsibility to ensure that the organisation or person to which you donate is the intended recipient.

### **Donations**

The Donations feature on Reframe is in the pilot phase. Donations on Reframe are consolidated by Cohere Charity. During the pilot phase donations will be disbursed to Causes at cost, including foreign exchange costs. Donations will be disbursed every three months in minimum tranches of \$500 per disbursement, in local currency. Causes requesting tranches of under \$500 can fill in a form for exceptional disbursements (form here, pending). Any remaining balances will be transferred to Causes if or when their profile and account are closed filling in the close account form (form pending). Subject to the requirements of applicable local laws, and what we say below in relation to Reframe Crowdfunding, once your donation is made it will only be refunded to you with the prior written consent of the Cause to whom it has been directed. In the event all funds have been paid out and there are no funds available for refund, Reframe reserves the right to invoice or direct debit the Cause for the amount of the refund and the Cause must agree to settle that invoice within one (1) month of the date of the invoice.

For Reframe Crowdfunding, Reframe will process your donation via the payment method used at the time of donating. NOTE: no donations will be refunded for any reason, subject to applicable local laws. Occasionally, the person who created the page to which you have donated does not pass identity verification or other necessary checks, or there is some other reason that we cannot transfer the funds to them. If we are unable to transfer the funds to the Cause to which you donated, we will return your donation via the payment method from which you made the donation. If we are unable to return your donation via the payment method you used, your donation will be sent to another Cause, subject to the deduction of applicable transaction and payment processing fees.

### **Use of your donation**

Reframe does not represent or warrant that your donations will be used for any particular purpose and shall not be responsible for any dissatisfaction you may have regarding a Cause's

use of any donation you may make through the Website or its associated services or websites powered by us or for any misuse or non-use of such donations by a Cause. After donations are made, all further dealings are solely between you and the Cause to which you donated.

Please note that recipient organisations (excluding Reframe Crowdfunding page creators) reserve the right to use your donation for their general purposes in accordance with their practices and rules. Reframe shall not be responsible for ensuring that funds are earmarked for a particular appeal. If you want a donation to be used for a specific purpose or for a particular appeal, contact the organisation and make your donation directly to them.

Reframe will verify the identity of a Reframe Crowdfunding page creator and undertake any other necessary checks before any funds raised are transferred to the page owner. Reframe shall have no liability to donors whatsoever for any use or misuse of donations made to the Reframe Crowdfunding page. The Reframe Crowdfunding page may state that page owners will use donations only for specific purposes, but Reframe cannot guarantee that they will use them for such purpose. If you have any doubts as to how the money will be spent you should contact the Reframe Crowdfunding page owner directly to seek reassurance. It is your sole responsibility, as a user of the Website, to ensure that the cause stated to be supported on a relevant Reframe Crowdfunding page is one that you wish to support.

### **Reframe fees**

Reframe charge fees for disbursing funds to Causes. For more information on fees please [click here](#). NOTE: Donating on Reframe is in the pilot phase. The fees per recipient country are not yet available. Reframe will aim to disburse your donation minus transaction fees. For queries please contact [info@wearecohere.org](mailto:info@wearecohere.org).

### **Unauthorised donations**

When you make a donation, the transaction is final and not disputable unless unauthorised use of your payment card or other payment method is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules. Similarly, if you experience any issues of this nature when using another payment method, such as PayPal, you should contact the provider of that payment method for assistance.

In the event that international sanctions or restrictions on international transfers prevent a disbursement of funding to a Cause, Reframe will offer donors the option of redirecting their donation to an alternative Cause, or return the funds to the donor.

Reframe will never email or phone you and ask you to provide all of your payment details.

## Information

Reframe is not an accounting, taxation or financial advisor, and you should not rely on information given on the Website or its associated services to determine any consequences of making a donation to a Cause.

## User conduct

- You must at all times use the Website and its associated services in a responsible and legal manner and ensure that the content you provide does not breach any intellectual property rights of a third party or breach any right or duty owed to a third party.
- You must not upload offensive, obscene, racist, defamatory, misleading or deceptive content, including photographs, on to the Website or its associated services. Reframe does not actively edit the Website but reserves the right to remove or edit any content posted on the Website or its associated services at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, offensive, obscene, racist, defamatory, misleading, deceptive or otherwise inappropriate. If you notice any such content, please email us at [info@wearecohere.org](mailto:info@wearecohere.org)
- If you build a fundraising page on Reframe, you must ensure that any information you provide to the public is accurate and not misleading. It is your responsibility to ensure that the content you are uploading on your page ("Content"), including pictures, photographs and any videos, is your original work and/or you have the right and/or licence necessary to upload it and it is not copyright-protected. If it is copyright-protected, you must obtain the copyright owner's written consent to use it. Reframe reserves the right to remove any pictures, photographs, videos or copy from personal fundraising or Reframe Crowdfunding pages at its sole discretion and without notice if their copyright status is in any doubt. If you suspect a breach of copyright on the Website, please email us at [info@wearecohere.org](mailto:info@wearecohere.org). Please note that by submitting and posting Content to the Website, you grant to Reframe a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, modify, reproduce, publish, broadcast, display and distribute the Content in any format, using any medium, for the purpose of promoting Reframe or a Cause, or for any other purpose that we deem appropriate.
- You must not misrepresent your identity or affiliation with any other person or organization.
- You must not use the Website to send junk email or "spam" to people who do not wish to receive email from you.
- You must not use the Website to conduct, display or forward surveys, pyramid schemes or chain letters.
- You must not use the Website to conduct, display or forward raffles, lotteries or contests.

- You must not interfere with, or disrupt, the service or services or networks connected to the service and introduce any computer virus (including any variant or similar malicious code or instructions) to the Reframe systems.
- You must not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the site or any other web site.
- You must not attempt to bypass the network firewall.
- You must not use any part of the site which you are not authorized to use or devise ways to circumvent security in order to access part of the site which you are not authorized to access (includes scanning networks with intent to breach and/or evaluate security, whether or not the intrusion results in access).
- You must not use or attempt to use the site for any unlawful, criminal, or negligent purposes (includes password cracking, social engineering, denial-of-service attacks, harmful and malicious destruction of data, and intentional invasion of privacy).
- You must not disclose any information relating to any donor except with the consent of the donor or as permitted by applicable local laws.

Reframe reserves the right to cancel your access and delete any Reframe page without notice in the event you fail to follow any of the above rules. Reframe may also suspend or delete a Reframe page if the relevant Cause is no longer receiving donations via Reframe or is no longer active.

Building a Reframe page in aid of a Cause in no way implies Reframe's or the Cause's endorsement of your fundraising activity. Prior to commencing a fundraising activity, It is your responsibility to ensure that the benefitting Cause has no objection to the nature of the proposed activity. Reframe reserves the right, at its absolute discretion and without notice, to cancel your personal fundraising page at the request of the Cause if the Cause, in its absolute discretion, deems your fundraising activity inappropriate or unnecessarily dangerous.

### **Links**

The Website and its associated services contain links to other websites, including the websites of Causes. Inclusion of a link to another website does not imply endorsement of its content or opinions. Your relationship and any direct transactions with other people or organisations are your own responsibility.

### **Partner Services**

Reframe may from time to time select partners offering relevant information and services that we believe will enhance the Website. Whilst we will do our best to select reputable partners of, we are not responsible for any of the information or services offered by them, and if you choose to use their services, you do so at your own risk.

### **Trademarks**

The names Reframe, Reframe Crowdfunding and Reframe.network, the Reframe logo and any other product and service names that we may present on the Website or its associated services from time to time may not be used in connection with any product or service that is not Reframe's, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit Reframe. Other trademarks, service marks or logos that appear on the Website or its associated services, in particular (but not exclusively) those of member charities, Reframe Crowdfunding pages or other organisations, are the property of their respective owners and are likely to be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of both Reframe and the trademark owner.

### **Copyright**

All content on the Website and its associated services is owned by Reframe, our member charities, Reframe Crowdfunding page creators or other original providers, and is protected by the applicable intellectual property and proprietary rights and laws. You may copy content for your own personal, non-commercial use provided you do not alter it or remove any copyright, trade mark or other proprietary notice, and that your usage complies with any requests you may receive from any person with rights in that content. No other use of the Website's and its associated services' content is permitted without the express prior permission of Reframe, and, where applicable, the copyright holder.

### **Prohibition on data extraction and distribution**

By visiting or using the Website or any of its associated services, you agree not to (and not to use any tool, program, script, browser extension or other technique, including bots, robots, spiders and scrapers and any similar tools or methods, in order to): (i) copy (except as authorised by these Terms), mirror, frame, index, scrape, mine or otherwise gather or extract any of the content or data from the Website or its associated services; or (ii) sell or distribute any data which is gathered or extracted in breach of these Terms, or which is based on or derived from any such data. Reframe may take any measures it sees fit to block access to the Website and its associated services where it believes that these Terms have been or will be breached. You agree that you will not take any steps to try to circumvent these measures and that you will not take any steps to mask your IP address. You acknowledge and agree that where there is any actual or threatened breach of these Terms, damages may be an inadequate remedy and Reframe shall be entitled, without prejudice to any other rights and remedies it may have, to seek an injunction or any other equitable relief for such breach. Reframe may also request that you destroy any data you have gathered or extracted in breach of these Terms and you agree that you will comply with such request promptly and certify the same.

### **Changes to the service**

Reframe reserves the right to modify, suspend or discontinue all or any part of the Website and its associated services at any time with or without notice. All new features, services or software applications shall be subject to these Terms.

### **Failure to comply with these Terms**

In the event that you fail to comply with these Terms, Reframe reserves the right at its sole discretion to immediately and without notice suspend or permanently deny your access to all or part of the Website and associated services.

### **Termination**

You may discontinue use of the Website and associated services at any time. These Terms will continue to apply to your past use.

### **Disclaimer and Limitation of Liability**

You agree that your use of the Website and its associated services is on an "as is" and "as available" basis and that your use of the Website and its associated services is at your sole risk. Reframe does not warrant or guarantee continuous uninterrupted or secure access to our services and operation of the Website and associated services may be interfered with by numerous factors outside of our control. On that basis, except as expressly set out in these Terms and except for the rights, guarantees and remedies which cannot be excluded, Reframe does not provide other conditions, guarantees, warranties or terms in relation to the Website or its associated services, to the extent permissible by law. Reframe shall undertake general maintenance and upkeep of the Website from time to time. During these periods, the Website and its associated services may not be available for use. In exceptional circumstances, the Website and associated services may also become unavailable at other times.

If found liable, Reframe shall only be liable under these Terms for direct losses which are reasonably foreseeable and caused by Reframe's uncured material breach of these Terms or Reframe's negligence. Reframe's total liability to you arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total sum of the donations you have made using the Website in the preceding 12-month period, ending on the date the circumstances giving rise to Reframe's liability arose.

In no event shall Reframe be liable for losses relating to any business of yours or lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, loss of or waste of management or other staff time, even if Reframe has been advised of the possibility of such damages. YOU EXPRESSLY AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

Nothing in these Terms excludes any statutory rights which may apply to your use of the Website and associated services which cannot be excluded, restricted or modified by contract.

### **Third party rights**

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

### **Users under 18**

It is a condition of use of the Website that fundraising may only be conducted by users over the age of 18. Persons under the age of 18 may create crowdfunding pages using our Website only with parental consent and supervision. The supervision requirements are as follows:

- Children under the age of 18 using Reframe services or creating a fundraising page must do so under the direct supervision of an adult.
- If you have any concerns whatsoever about a child's use of our services, please notify us immediately by emailing us at [info@wearecohere.org](mailto:info@wearecohere.org)

### **ADDITIONAL TERMS FOR Reframe CROWDFUNDING PAGE CREATORS**

If you create a Reframe Crowdfunding page on the Website the following terms, in addition to the Terms of Service, will apply to your dealings with Reframe in relation to the relevant Reframe Crowdfunding page and your use of the Website and associated services. To the extent there is any conflict between these additional terms and the core Terms, these additional terms will prevail.

### **Donations**

Reframe will:

- Operate the Website so that donors can make online donations by credit or debit card, or by another payment method available on the Website, through your Reframe Crowdfunding page;
- Pay out by bank transfer to your bank account, or by any other payment method that you have selected via the Website, provided that you have passed identity verification and other necessary checks. If you do not pass these checks within 30 days from your first donation all funds received will be refunded and your page will be taken down. If funds are unable to be refunded, they may be redirected to a registered charity at Reframe's discretion. Reframe may allow an additional 30 days to verify your identity and bank account ownership; and
- Implement and maintain industry standard safeguards designed to protect against unauthorized access or use of (i) donors' credit and debit card information, and other financial information associated with other payment types.



## **Support and Donation Acknowledgements**

Reframe will respond, either by email or live chat as appropriate, to donors' and fundraisers' enquiries received by Reframe, in accordance with the [Contact Us](#) page on the Website.

## **Personal Information**

Reframe will collect personal information from donors including but not limited to the donor's name, title, address and email address ("Personal Information") at all times in accordance with applicable laws, including the EU General Data Protection Regulation and the UK Data Protection Act 2018 ("Privacy Laws") and protect and secure such information.

## **Compliance**

You and Reframe will comply with all applicable laws.

## **Intermediary**

Reframe does not review or exercise any editorial control over the content of information on your Reframe Crowdfunding page. In the event that Reframe is made aware of or has knowledge of any unlawful activity or information on the Website or associated services, Reframe shall act to remove or disable access to the information. Reframe shall not be liable to you or the Reframe Crowdfunding page as a result of its role hosting your Reframe Crowdfunding page on the Website.

## **Reframe Crowdfunding creator obligations**

It is Reframe's policy that all crowdfunding campaigns must serve a purpose that benefits the public good. Reframe retains the unrestricted ability to reject or terminate a campaign in its sole discretion when Reframe believes the burdens of continuing a campaign are not in its best interest. In rejecting or terminating a campaign, Reframe is not passing judgment on the worthiness of the campaign or its cause, but rather exercising its prerogative to avoid any controversy that could potentially injure its reputation.

You agree that:

- Where applicable, you shall ensure that any person or organisation for which you have created a Reframe Crowdfunding page agrees to you raising funding on its behalf for the purposes and in the manner set out on your Reframe Crowdfunding page;
- If your use of the Website and/or associated services results in access to any Personal Information you shall: (i) at all times assist with the responsibilities of Reframe, as a data controller responsible for determining how the Personal Information is processed under the provisions of the Privacy Laws; (ii) not do, or cause or permit to be done, anything which may result in a breach by Reframe of the Privacy Laws and comply with all reasonable instructions from Reframe relating to the processing by you and/or the

Reframe Crowdfunding page of such Personal Information; (iii) comply with the Privacy Laws in respect of your and/or the Reframe Crowdfunding page's collection, use, disclosure or processing of the Personal Information; (iv) abide by the lawful instructions of all data subjects in respect of the Personal Information and not do anything to compromise the security of such information; (v) not sell, trade or rent Personal Information to third parties; (vi) hold the Personal Information securely and not disclose it to anyone other than Reframe, as agreed to by the data subject and/or as permitted by Privacy Laws; (vii) implement adequate administrative, technical and physical safeguards against all unauthorised, unlawful or accidental access, processing, use, erasure, loss or destruction of, or damage to, Personal Information in accordance with Privacy Laws, and abide by Reframe's reasonable requirements to ensure the security of the Personal Information as notified to you from time to time; (viii) use Personal Information appropriately and only for the specific purposes as notified to you from time to time, including by way of the applicable privacy policy available on Reframe's Website; (ix) only communicate with donors where they have agreed to receive further communications from you and/or the Reframe Crowdfunding page, and only to the extent that they have indicated their preference to do so (for example in relation to communications for a specific fundraising event only); (x) not retain any Personal Information for longer than is necessary; and (xi) to the extent legally permissible, you shall indemnify and hold harmless Reframe, its successors and assigns, from and against all losses, costs and other damage caused by your and/or the Reframe Crowdfunding page's breach of this paragraph; and

- You shall maintain any necessary authority, permit, licence, consent, approval and registration for you to fundraise (and, where applicable, for Reframe to fundraise on your behalf) in accordance with applicable laws and if Reframe needs any such authority, permit, licence, consent, approval or registration for it to fundraise on behalf of the Reframe Crowdfunding page then you will, at no cost to Reframe, provide all such assistance as Reframe reasonably requires to assist Reframe with the same. You agree that you shall inform Reframe immediately if, for any reason, you and/or the Reframe Crowdfunding page cease(s) to maintain the necessary authority, permit, licence, consent, approval and/or registration to operate the fundraising activities in relation to the Reframe Crowdfunding page in accordance with applicable local laws.
- By building a Reframe Crowdfunding page you represent, warrant and undertake to Reframe and the users of the Website that:
  - each time you use the Website or associated services, and in particular when you create a Reframe Crowdfunding page, you will comply with Reframe's guidelines that apply to Reframe Crowdfunding pages at that time (available [here](#));
  - you will provide feedback via your Reframe Crowdfunding page on the Website, including at the end of the fundraising period to explain what outcome has been or will be achieved as a result (including how any funds raised in excess of your target will be used);

- you will ensure all donations provided to the Reframe Crowdfunding page will be used for the purposes set out on your Reframe Crowdfunding page; and
- you will ensure no fraudulent, criminal or otherwise improper uses will be made of donations made via your Reframe Crowdfunding page.

### **Minimum age**

Reframe Crowdfunding is not directed to anyone under 13 years of age. If you are under 13, you are not authorised to use Reframe Crowdfunding. If you are between 13 and 18 years of age, then you may only set up a Reframe Crowdfunding page if you have your parent's or guardian's approval. Please ensure that your parent or guardian understands that you will be responsible for using the funds in accordance with these Terms.

### **Licence of Trademark and Copyrighted Material**

You hereby grant to Reframe, its affiliates and its partners a non-exclusive licence to use any of your Reframe Crowdfunding page's trademarks and any copyrighted material on your page (including images and videos or any link to the same) solely in connection with the Website and associated services and its operation and promotion and for no other purpose whatsoever.

### **Disclaimer and Limitation of Liability**

Notwithstanding the provisions of the "[Disclaimer and Limitation of Liability](#)" section of the core Terms, Reframe's total liability to you arising under or in connection with these Terms, so far as such liability arises out of or relates to your creation and/or use of a Reframe Crowdfunding page, shall be limited to the total fees paid by you to Reframe under these Terms for your use of the Website and associated services during the preceding 12 month period ending on the date the circumstances giving rise to the liability arose.

In no event shall Reframe be liable for losses relating to any business of yours or lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, loss of or waste of management or other staff time, even if Reframe has been advised of the possibility of such damages. YOU EXPRESSLY AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

### **Confidential Information**

The parties shall treat as strictly confidential all information about the other which has been acquired as a result of the use of the Website and associated services and which is not in the public domain. No party shall use or disclose to any third party such information belonging to the other party without that party's prior written consent, except where (i) required to do so by applicable law, including, without limitation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, or regulatory or governmental body or (ii) those

third parties operating under non-disclosure provisions no less restrictive than those set forth in this agreement and who have a justified business “need to know.” This paragraph shall survive termination of these Terms. For the avoidance of doubt, Personal Information shall be treated in accordance with Applicable Laws and shall not be considered “confidential information” belonging to a party unless it is the Personal Information of a crowdfunder.

### **Termination**

Reframe reserves the right, at its sole discretion, to immediately and without notice suspend or permanently deny your access to all or part of the Website and associated services. The obligations contained herein will continue to apply to your past use.

Upon termination or suspension or denial of access to the Website and associated services, funds already received on your behalf by Reframe will be handled in accordance with the provisions above, provided that any potential payment (where applicable) may be delayed where Reframe conducts an investigation regarding your use of the Website and associated services and Reframe may decide to refuse to pay funds across to you where you have breached these Terms or your Reframe Crowdfunding page has been removed. In such circumstances Reframe may authorise a refund of donations to donors.

**Last updated: 16th June 2022**