

TERMS AND CONDITIONS

The Re-Give platform: Terms and Conditions | V1.21.05.2015

By using this website, you agree with Re-Give Global (company no. 08618502) whose registered office is at Holly House, 220 New London Road, Chelmsford, Essex, England, CM2 9AE (“we” or “us”) and, where so noted below, with the relevant Asker(s) or Giver(s), to be bound by the instructions, restrictions and other limitations set out or referred to on our website and, in particular, by the following terms and conditions and, where appropriate, our Cookie Policy and our Privacy Policy. These terms and conditions are legally binding except where specifically noted. If you do not agree to these terms and conditions please stop using this website immediately.

1. If you are the Asker

- (a) You agree to apply any funds raised and/or resources secured by you through our website for the purposes stated in the information provided by you on our website and for no other purposes. If it becomes impracticable to apply the funds in this way you agree to return them to us for distribution to the relevant Giver(s).
- (b) You also pledge (to each relevant Giver and not to us) to undertake the social action(s) and to provide any non-financial reward(s) or gift(s) stated in the information provided by you on our website.
- (c) Subject to paragraph 1(d), you also pledge (to each relevant Giver and not to us) to provide any other donations, rewards or other financial gifts or benefits, including equity or shares (collectively, “benefits”) stated by you in the information provided by you on our website at the times and in the amounts so stated and in accordance with instructions received from us. This paragraph 1(c) is not legally binding.
- (d) If any Giver is a US person¹, you agree not to provide any shares to that Giver.

2. If you are the Giver

- (a) You pledge to provide funds in the amounts stated by you through our website by payment in accordance with the instructions on our website.
- (b) You pledge (to each relevant Asker and not with us) to sign any documents and provide any information the Asker may reasonably require in connection with any provision of benefits.
- (c) Paragraphs 2(a) and 2(b) are not legally binding.
- (d) You acknowledge that, if you are a US person, you will not receive any shares from any Asker in any circumstances.

¹ “US person” has the same meaning as in Regulation S under the US Securities Act of 1933, and includes any individual resident in the United States and any partnership or corporation organised or incorporated under the laws of the United States

3. Honourable Pledge

Any agreement entered into between an Asker and a Giver, pursuant to paragraphs 1(c), 2(a) or 2(b) above, is not entered into as a formal or legally binding arrangement (whether or not the agreement is in a written form). Such agreement shall not be subject to legal jurisdiction in the courts of England and Wales, nor the courts of any other applicable jurisdiction.

For the avoidance of doubt, any such agreement between an Asker and a Giver is only an expression and record of the bona fide purpose and intention of the Asker and the Giver:

- (a) to provide and/or apply (as applicable) any funds raised through our website for the purpose(s) stated in the information provided by the relevant Asker on the website and for no other purpose; and
- (b) to provide and/or receive (as applicable) reimbursement of such funds provided, and/or other related financial benefits, at a future date.

4. Our right to investigate

You agree that we may make such investigations as we consider appropriate to establish and verify your identity, your authority to act, the source of any funds and the nature of your business or other activities and you agree to supply us promptly with all information we reasonably require to facilitate such investigations.

You agree that we may retain any funds or other property which may belong to you until we are satisfied with the results of any investigations and return any such funds or other property if we are not so satisfied within such period as we shall reasonably decide.

You agree that all information provided to us will be true and accurate in all material respects and not misleading by omission.

5. Your money

Any money sent or received by you will be held by us in a client account with a bank. We will take such precautions as we consider normal and appropriate with a view to ensuring that any money so held is not at risk in the event of our insolvency. You will be bound by the bank's terms in relation to the operation of the account we use. Your money may not be segregated from that of other users of our website.

6. Misuse of our website

You may not use our website:

- To seek to raise or provide funds and/or resources for any illegal or prohibited activity (the current list of prohibited activities is available at the end of this document);
- To seek to raise or provide funds and/or resources for or on behalf of a third party who is not identified in the information provided by you;
- To provide any information or disseminate any material which is untrue, fraudulent, misleading, discriminatory, offensive or defamatory;
- To distribute any virus or otherwise to seek to damage or impair the functioning of any computer.

You must be over 18 to use our website.

7. Your intellectual property

Any material you upload to our website will be considered non-confidential and non-proprietary, and we shall have the right to use, copy and distribute it and disclose it to anyone else as we see fit.

We shall also have the right to disclose your identity to anyone else claiming that any material posted or uploaded by you to our website violates their intellectual property rights or their right to privacy. We will not be responsible, or liable to anyone else for the content or accuracy of any materials posted by you or any other users of our website.

8. Our intellectual property

We are the owner or the licensee of all intellectual property rights in our website and in the material published on it. No part of our website, including information, documents, images, photos, logos, names, audio, video and icons may be copied, republished, posted, broadcast or reproduced in any form whatsoever without the prior written permission of the copyright holders. All such rights are reserved and protected by copyright laws and treaties around the world.

You may not download or print off for any purpose any parts of our website (including images, documents, audio or videos) other than for personal non-commercial use. If downloading or printing off such parts, you must not modify such parts in any way, must not use any images, videos, photos or illustrations separately from any accompanying text and must acknowledge our status (and that of any contributors) as the authors or owners of those materials.

If you print off, download or copy any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Data privacy

We process information about you in accordance with our website's Privacy Policy (<https://regive.org/content/information-centre/#privacy>). By using our website you consent to such processing and you promise that all data provided by you is accurate.

10. Crowd commerce

Contracts for the sale or purchase of goods (crowd commerce) ("**Contracts**") formed through our website, or as a result of visits to our website made by you, are governed specifically by this paragraph 10, together with our general terms and conditions of use. You may agree additional terms and conditions with any person with whom a Contract is concluded, but in the event of any inconsistency between our terms and conditions relating to crowd commerce and any such additional terms and conditions, our terms and conditions shall apply.

(a) The role of Re-Give

Re-Give Global is not a party to any contract for the sale or purchase of goods. In particular, Re-Give does not undertake any responsibility for delivery of goods to the purchaser, or for ensuring that any party to any Contract observes or performs its obligations.

(b) Your Status

By placing an order through our website, you warrant that:

- (i) You are legally capable of entering into binding contracts;
- (ii) You are at least 18 years old; and
- (iii) You are permitted by applicable law to use our website in this way.

(c) How the contract is formed Between users of our website

After a Contract is concluded, you will receive an e-mail from PayPal confirming the order and/or payment. All parties to the Contract will be bound by such confirmation.

(d) Consumer Rights

If you are contracting as a consumer, you may cancel a Contract at any time within fourteen (14) working days, beginning on the day after you received the subject matter of the Contract (the “**Products**”). In this case, you will be entitled to a full refund, from the relevant contractual counterparty, of the price paid for the Products.

To cancel a Contract, you must inform the counterparty in writing. You must also return the Products to the counterparty as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, the other party may have a right of action against you for compensation.

This provision does not affect any other statutory rights as a consumer.

(e) Risk and Title

The Products will be your responsibility from the time of delivery.

Ownership of the Products will only pass to you when the other party receives full payment of all sums due in respect of the Products, including all delivery charges.

(f) Price and Payment

The price of the Products and delivery charges, including all applicable sales and related taxes (including VAT), import and export duties, customs and excise duties and similar taxes, will be as quoted by the other party on our website from time to time.

It is the responsibility of the users of our website to ensure that all applicable sales and related taxes (including VAT), import and export duties, customs and excise duties and similar taxes and charges are paid. Product prices must include VAT where relevant.

Payment for all Products must be by PayPal. No other form of payment is acceptable on our website.

(g) No Warranty

Re-Give does not warrant to you that any Product purchased through our website will, on delivery, conform in all material respects with its description, be of satisfactory quality, or be reasonably fit for all the purposes for which products of that kind are commonly supplied.

(h) Our Liability

Nothing in this paragraph 10 excludes or limits our liability for:

- (i) Death or personal injury caused by our negligence;

- (ii) Fraud or fraudulent misrepresentation;
- (iii) Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (iv) Defective products under the Consumer Protection Act 1987;
- (v) Any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
- (vi) Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Where you buy any Product from a third party seller through our website, the seller's individual liability may be set out in the seller's terms and conditions.

11. Site access

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice. From time to time, we may restrict access to some parts of our website to users who have registered with us.

From time to time we are likely to update sections of our website. However, at any given time any of the content or information on our website may be out of date and we are under no obligation to update that content or information.

If the need arises, we may suspend access to or close indefinitely part or the whole of our website. We will not be liable if for any reason our website is unavailable for any time at any period.

If you choose, or are provided with, a user identification code, password or other security procedure information to our website, you must treat such information as confidential and you must not disclose it to anyone else. We have the right to disable any user identification code or password at any time. You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Any organisation wishing to set up a link to our website should send an email to info@regive.org with full details. We do not enter into affiliate linking schemes with other websites.

The existence of a link from any organisation's site to our website does not imply that we endorse the activities or views of that organisation, nor does it suggest any form of association or approval on our part.

Where our website contains links to other sites and resources provided by third parties, such links are provided for your information only. We have no control over the contents of third party sites or materials and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. Our liability

You agree that we will not be liable to you whether for breach of contract, misrepresentation, negligence or otherwise, for loss or damage incurred by you as a result of third party claims or indirect or consequential loss, damage or liability suffered by you including without limitation loss of profit, goodwill, business opportunity or anticipated saving. However, nothing in these terms and conditions will operate to exclude or restrict our liability for fraud or for death or personal injury caused by negligence or any other liability which may not be excluded or restricted under applicable law.

You will indemnify us, and keep us indemnified, against all losses, liabilities, claims, costs, charges and expenses suffered or incurred by us arising as a result of any breach by you of these terms and conditions.

We reserve the right to change these terms of use at any time by posting changes online. You are expected to check this page from time to time to take notice of any changes made. Your continued use of the site after changes are posted constitutes acceptance of these terms of use as modified by the posted changes.

13. Viruses, Hacking and Other Offences

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which are malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the servers on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a disrupted denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website and any other site we operate will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or your downloading of any material posted on it or on any site linked to it.

14. Notices and instructions

Any notice or other instruction given under these terms and conditions will be in writing and in the English language, will be served by delivering it to the person due to receive it either: (a) at the email address provided by that party; or (b) when clearly published on the Re-Give website, and will be deemed to have been delivered when sent or published (as applicable).

15. Fees

We do not charge any fees for the use of our website, although third parties such as verifiers and payment processors may charge their own fees.

16. Termination or variation of these Terms and Conditions

We may terminate your right to use our website at any time without liability on our part for any reason, including in particular if we believe you are in breach of any of these terms and conditions.

You may terminate your use of our website at any time for any reason, but will remain bound by these terms and conditions in respect of your prior use of our website.

We have the right to revise and amend these terms and conditions from time to time.

You will be subject to the policies and terms and conditions in force at the time that you conclude a Contract through our website, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to Contracts previously made by you).

17. Governing law and jurisdiction

With the exception of paragraphs 1(c), 2 and 3, these terms and conditions and all matters (including, without limitation, any contractual or non-contractual obligation) arising from or connected with them are governed by, and will be construed in accordance with, English law.

The courts of England have non-exclusive jurisdiction to decide and to settle any dispute or claim arising out of or in connection with these terms and conditions. You irrevocably submit to the jurisdiction of such courts and agree to maintain an agent for the service of process in England.

In the event of any conflict between these terms and conditions and any other material on our website, these terms and conditions shall prevail.

Prohibited activities

- Anything which is unlawful under the laws of England and Wales or any other applicable law
- Pornography, hate speech, encouragement of violence, racism or extremist views
- Conduct which may harass, defame or cause distress or inconvenience to any person
- Support of political parties or candidates in an election
- Services which require authorisation or permission under any regulatory regime relating to financial services, insurance, banking, estate agency, payment processing or money transfer
- Anything which requires the publication of a prospectus or similar document relating to securities
- Anything which is a “financial promotion” or requires approval of an authorised person under the UK Financial Services and Markets Act 2000
- Goods or services that may be construed by us as unethical, which is associated with activities widely considered to be immoral or not within a socially responsible industry (e.g. alcohol, tobacco, gambling, adult entertainment, weapons manufacture/distribution, etc) or which have been produced using child or slave labour or the victims of human trafficking