

Terms and Conditions

Last Updated: July 2024

Welcome to Investors In Community Platform! Before you proceed, please carefully read and understand the following Terms and Conditions. By accessing or using our SaaS platform, you agree to be bound by these terms. If you do not agree with any part of these terms, please do not use our services.

Acceptance of Terms of Service

These terms of service (collectively, the “Terms”) govern your use of the Platform and its associated services. Please read these Terms carefully. Your use of the Platform and/or 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 Platform. The latest version of these Terms will govern any future usage by you of the Platform and its associated services. The date on which these Terms were last updated is stated at the start of this document.

Our terms of service describe what Investors In Community does for you and the good causes you support, and what we require of you as a user.

“Cause” and “cause” refers to charities and other good causes you support through use of our service.

“Investors In Community” or “IIC” or “us” or “we” refer to the owner of the Platform, Citercom Limited.

“Platform” refers to <https://www.InvestorsInCommunity.org>

“You” and “your” refers to each user or viewer of the Platform, including donors and good causes.

Summary

Citercom Limited runs and maintains an online platform, that processes donations in the form of financial, volunteering, and gifting, from donors who are either business organisations, or individuals to constituted Good Causes (UK based registered Charities, Community Groups, Schools, and Not for Profits)

For businesses and employee organisations, the Platform provides a means of managing, measuring and real-time reporting of all CSR/ESG/Social Impact activity. It provides VERIFIED data, brought through the platform transactions, to prove organisational work, impact and activity

It also provides choice, by showcasing the Good Causes, and is also able to provide Individual staff members with their own free personal account, linked to the subscribing business account, that leads to higher engagement internally, and a more effective Community strategy

It provides a free-to use marketplace for any UK based constituted Good Cause, and thus provides a profile to attract donors and supporters to their good work.

Through your own unique Charity Wallet, you can upload and hold money for a later donation. The act of uploading the money from your bank or credit card is to donate to the CIO registered IIC giving Charity, which acts as an escrow account for your instructions, as to which specific charities and Good Causes you want your money to go to.

We believe it's important that all charities and good causes receive maximum benefit from your donation so no charges or deductions are made from those donations once uploaded into your wallet.

At the point of upload to your wallet, there may be a cost deduction equal to the payment gateway charges, (we make NO profit from this) relating purely to actual charges incurred by IIC giving charity, and in no way inflated or increased with ad hoc administration charges.

At all times, the money you offer from your Charity Wallet to the recipient project or charitable organisation, is transferred at full face value, with no deductions whatsoever.

Our operating costs are covered through annual membership fees paid by the organisations and societies who subscribe to the Investors In Community platform.

Investors in Community values the whole community and embraces the breadth of diversity within our communities. As such, we expect all charities and good causes receiving money from the IIC Giving Charity to share our values and similarly respect the diversity in our community.

We will not work with, or donate monies to, any charity or good cause that discriminates, either directly or indirectly, on the grounds of age, sex, sexual orientation, race, colour, nationality, ethnic or national origin, religious belief, gender, gender identity, gender reassignment, disability, marital status, culture or socio-economic background.

Data Privacy – Your privacy is paramount to us. Our Privacy Policy shows you how we protect it.

User Conduct – If you create an Investors In Community page or use any of our services, please remember Investors In Community is for everyone. If we find offensive, defamatory, libellous, threatening, harassing, or obscene content on the Platform, 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.

About the Causes featured on the Platform

The term "causes" relates to organisations such as CIO registered charities, constituted Community Groups, Schools and educational institutions, not-for-profit organisations. To qualify as a Good Cause on the platform, they must be constituted, have social objects as their core delivery, and must not distribute their profits to any investors or agents.

Every Good Cause is required to register a profile, providing information about themselves, their legal status, location or address, and a primary point of contact.

Good Causes are NOT able to message either an individual or business/organisation, unless actively engaged in a project together

In order for any donations of funds to be drawn down to the recipient Good Cause, they must comply with an AML (Anti Money Laundering) check, to verify the bank account, and the ID of the person administering

the profile. If this AML fails, any donations offered by individuals or businesses, will be returned to the charity wallet of the donor, and the Good Cause will be deleted from the platform.

This AML check is performed for donations of money only, and users must be aware that they must conduct their own checks as to the legitimacy of the Good Cause in matters of volunteering and gifting.

IIC is not responsible for the use of funds donated, nor held accountable for the use of funds. There are terms and conditions that bind the Good Cause to use the money donated for the purpose stated, but IIC will not undertake audit or repatriation of funds at any time.

Good Causes are encouraged to provide an IMPACT Statement, following the closure of any marketplace project, to inform all donors, and provide further evidence of outcome.

Donations

Subject to the requirements of applicable local laws once your money is uploaded to your Charity Wallet on the platform, it is not refundable, as it has been effectively donated to IIC giving charity. It may be directed as you choose to any recipient cause on the platform at any time.

Occasionally, the good cause 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 to your charity wallet, for your consideration of where else to donate this to.

IIC Giving Charity

IIC Giving Charity is a UK CIO registered charity, established for the purpose of being a “charity for all charities”. (CIO registration number 1165530)

It receives the money that an individual or business user uploads into their platform wallet and distributes this to your chosen Good Causes on the platform.

When funds are deposited into your platform wallet, (less the at-cost deduction for payment gateway charges) IIC Giving can hold these funds for up to 18 months. After this time, the funds will be treated as abandoned, and will revert to the charity itself. Surplus funds will be further given out to Good Causes selected by the trustees from time to time.

Any funds transferred by you by “donating” to a Good Cause on the platform, will pass to the chosen recipient Good Cause, with NO deductions.

The IIC Giving Charity has almost no internal fixed costs, and exists to benefit the wider charity and good cause sector

In the event of any queries, the trustees may be contacted at trustees@investorsincommunity.org

Use of your donation

Investors In Community does not represent or warrant that your direct 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 Platform or its associated services or Platforms 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 Project creators) reserve the right to use your donation for their general purposes in accordance with their practices and rules. Investors In Community 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 please donate using the appropriate **project page** rather than making a direct donation, as this directs the recipient cause, and they agree, that the funds will only be used for the purpose described within that project.

Investors In Community (or any payments processor or card brand we work with) will verify the identity of each good cause and undertake any other necessary checks before any funds raised are transferred.

Investors In Community shall have no liability to donors whatsoever for any use or misuse of donations made using the Investors In Community Platform.

Donations made to projects listed on the platform are classed as reserved funds and must be used by the good cause only for the specific purpose stated, however, Investors In Community 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 good cause directly to seek reassurance.

It is your sole responsibility, as a user of the Platform, to ensure that the cause you donate to is one that you wish to support.

The details of any donations will be displayed to you on the IIC Platform in your Charity Wallet, providing a history of all donations ever made.

Once we have received your instruction by way of you selecting Donate button, we will make sure that the monies are allocated to your selected good cause or project.

Unallocated donations uploaded to your charity wallet, but not allocated to a good cause or project, for at least 18 months will be allocated to an appropriate good cause by IIC Giving's Trustees without notice

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 bank transfer, you should contact the provider of that service for assistance.

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

Volunteering

The Platform permits donors to volunteer their time, and for good causes to advertise for people to undertake voluntary work. Investors in Community does not undertake any risk assessment on behalf of either party and operates purely as an intermediary in order to introduce the two parties and cannot be held responsible for the conduct or safety of either the volunteer or the good Cause engaging them.

We strongly recommend that all parties engaging in volunteering undertake a full risk assessment of the activities and people involved.

In particular, **we strongly recommend** that copies of certification or policy is requested of the Good Cause, and a demonstrable safeguarding position is demonstrated, before you attend any volunteering activity.

Where we are advised that a volunteer has behaved inappropriately or recklessly, or where a good cause has failed to ensure the safety or extend a reasonable duty of care to volunteers; their account may be suspended pending enquiry, and a disqualification of further volunteering tasks imposed. If appropriate, relevant authorities will be notified.

Donation of Assets and Services

The Platform permits organisations and individuals to donate assets and or services; and for Causes to solicit assets and/or services. Investors in Community does not undertake any assessment of the value or quality of any goods and services donated and operates purely as an intermediary in order to introduce the two parties and cannot be held responsible for the value and/or quality of the assets or services provided.

We strongly advise that any donor seek legal and financial advice prior to donating any asset of significant value.

We further advise that any item of mechanical or electrical nature is risk assessed and tested for safety by either or both parties

The good causes are similar advised and the liability for insurance purposes passed upon the delivery of the items to the good causes.

IIC accepts NO responsibility for the condition, safety, functionality or useability of any donated items

Gift Aid and tax

Gift Aid is reclaimed by the charity from the tax you pay for the current tax year. Your address is needed to identify you as a current UK taxpayer. This address is taken from your stored details in your personal profile. If no such address is stored, then no Gift Aid can be claimed

Where an individual donor elects to claim Gift Aid, and the recipient good cause is recognised by HMRC to receive Gift Aid, this will be passed directly to the good cause, without deductions, within 60 days of the monies being received from HMRC.

Time is not of the essence in the reclaim process.

Where an individual donor elects to claim Gift Aid, and the recipient good cause is not recognised by HMRC to receive Gift Aid, you authorise the Trustees of Investors In Community Giving to allocate the gift aid to the benefit of other good causes in order to maximise the financial benefit to the third sector.

You understand that if you pay less Income Tax and/or Capital Gains Tax in the current tax year than the amount of Gift Aid claimed on all your donations it is my responsibility to pay any difference.

Protecting Your Account

When you register with Investors In Community platform and choose a password to protect your secure account, you are responsible for maintaining the confidentiality of your password to prevent others gaining access to your personal information.

Never share your password with another person, and similarly, IIC will NEVER ask you to confirm your password by email, message or phone call.

This includes any taxpayer details you may have saved under your profile in order to claim tax or tax deductions in accordance with applicable laws and regulations. Claiming tax or tax deductions using someone else's taxpayer information is against the law. If you become aware of any unauthorised use of your account, we recommend that you change your password immediately and call our helpdesk on the telephone number set out on the Contact Us page.

Business Subscriptions

Businesses and organisations can subscribe to the IIC platform in order to attach the personal profiles of their staff members. This allows shared data for any transactions conducted on behalf of the business by the individuals

The business does not own the personal profiles, and legal ownership is always retained by the individuals.

The payment of a subscription is done on a 12-month contract, automatically renewing on its anniversary date.

Where a credit card is used to subscribe, it is the responsibility of the business to monitor this renewal date, and to take action to remove users, or the card payment method BEFORE payment is taken.

If you require help, please contact business@investorsincommunity.org, giving at least **10 working days' notice of your intention to cancel your subscription**

IIC will NOT refund any subscriptions paid.

Where the user selects monthly payments, this is deemed to be for a 12 month period, and cancellation during this period is not allowed, and will incur a balance payment for the 12 month period to be charged.

Information

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

Privacy

Investors In Community's Privacy Policy forms part of these Terms. By agreeing to these Terms, you also give your consent to the way we handle your personal information under that Policy. Read our Privacy Policy.

User Conduct

You must at all times use the Platform 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 Platform or its associated services. Investors In Community does not actively edit the Platform but reserves the right to remove or edit any content posted on the Platform 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 report@InvestorsInCommunity.org

If you build a fundraising page on Investors In Community, 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. Investors In Community reserves the right to remove any pictures, photographs, videos or copy from user profiles or project 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 Platform, please email us at report@InvestorsInCommunity.org

IN THE EVENT OF COPYRIGHT BREACH, where a licensed image is used illegally by any user, and punitive damages are sought or fines or costs imposed by the owner, then the USER of the profile on the IIC platform will be held liable, and will incur the costs associated with the illegal use of an image, meme, or video

An additional penalty of £100 will be levied at this time by Investors In Community, to the offending user, to cover our administration charges. IIC will automatically pay such costs, and seek payment from the user. IIC will not be held as an arbitrator in this process, but will legally enforce debt collection against the user

Please note that by submitting and posting Content to the Platform, you grant to Investors In Community 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 Investors In Community 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 organisation.

You must not use the Platform to send junk email or "spam" to people who do not wish to receive email from you.

You must not use the Platform to conduct, display or forward surveys, pyramid schemes or chain letters.

You must not use the Platform 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 Investors In Community systems.

You must not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the site or any other associated web site.

You must not attempt to bypass the network firewall.

You must not use any part of the site which you are not authorised to use or devise ways to circumvent security in order to access part of the site which you are not authorised 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.

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

Where a user creates a project page in aid of a Cause, the benefitting Cause must approve the project before it goes live Investors In Community 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 Platform and its associated services contain links to other Platforms, including the Platforms of Causes. Inclusion of a link to another Platform 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

Investors In Community may from time to time select partners offering relevant information and services that we believe will enhance the Platform. 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 Investors In Community, Investors In Community Giving, IIC, IIC Giving and InvestorsInCommunity.org, the Investors In Community logo, Community Credits, the Community Credit logo, and any other product and service names that we may present on the Platform or its associated services from time to time may not be used in connection with any product or service that is not Investors In Community's, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit Investors In Community.

Other trademarks, service marks or logos that appear on the Platform or its associated services, in particular (but not exclusively) those of member charities, member businesses 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 Investors In Community and the trademark owner.

Copyright

All content on the Platform and its associated services is owned by Investors In Community, our member charities, member businesses 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 Platform's and its associated services' content is permitted without the express prior permission of Investors In Community, and, where applicable, the copyright holder.

Prohibition on data extraction and distribution

By visiting or using the Platform 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 Platform 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. Investors In Community may take any measures it sees fit to block access to the Platform 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 Investors In Community 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. Investors In Community 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.

Enquiries and permission requests may be sent to info@InvestorsInCommunity.org

Changes to the service

Investors In Community reserves the right to modify, suspend or discontinue all or any part of the Platform 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, Investors In Community reserves the right at its sole discretion to immediately and without notice suspend or permanently deny your access to all or part of the Platform and associated services.

Termination

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

Disclaimer and Limitation of Liability

You agree that your use of the Platform and its associated services is on an “as is” and “as available” basis and that your use of the Platform and its associated services is at your sole risk. Investors In Community does not warrant or guarantee continuous uninterrupted or secure access to our services and operation of the Platform 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, Investors In Community does not provide other conditions, guarantees, warranties or terms in relation to the Platform or its associated services, to the extent permissible by law.

Investors In Community shall undertake general maintenance and upkeep of the Platform from time to time. During these periods, the Platform and its associated services may not be available for use. In exceptional circumstances, the Platform and associated services may also become unavailable at other times.

If found liable, Investors In Community shall only be liable under these Terms for direct losses which are reasonably foreseeable and caused by Investors In Community’s uncured material breach of these Terms or Investors In Community’s negligence. Investors In Community’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 Platform in the preceding 12-month period, ending on the date the circumstances giving rise to Investors In Community’s liability arose.

In no event shall Investors In Community 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 Investors In Community 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 Platform 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. These additional terms apply and will prevail where you access the Platform or associated services in anywhere in the world, except where expressly indicated otherwise. Investors In Community Giving is registered with the Charity Commission (England & Wales) Registered number: 1165530 and the company who provides the service to you is Citercom Registration number: 13770754.

Governing law

These Terms and any contractual or non-contractual dispute arising out of or in connection with your use of the Platform or the associated services are governed by English law.

Users under 18

We require that all registered users are aged 13 or above.

Anyone wishing to register as a volunteer must be aged 18 or over; or have explicit (not implied) consent from their parent/guardian prior to nominating themselves for volunteering work. This consent must be presented to the applicable good cause ahead of the commencement of any volunteering works, to

1. ensure that they have sufficient time to fulfil any legal obligations in accepting minors as volunteers
2. allow them the opportunity to reject a minor, based on limited ability to provide an adequate duty of care

Anyone wishing to donate assets must be aged 18 or over, or have explicit (not implied) parental/guardian consent prior to the transaction.

ADDITIONAL TERMS FOR PROJECT PAGE CREATORS

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

Donations

Investors In Community will:

- Operate the Platform so that donors can make online donations by credit or debit card or bank transfer through your Project page;
- Pay out by bank transfer to the recipient good cause's bank account provided that they have passed identity verification and other necessary checks. If they do not pass these checks within 30 days from their first donation all funds received will be refunded to individual donors' charity wallets and their page will be taken down; and
- Implement and maintain industry standard safeguards designed to protect against unauthorised access or use of donors' credit and debit card information, and other financial information associated with other payment types.

Support and Donation Acknowledgements

Good causes will respond, either by email or direct message as appropriate, to donors' and fundraisers' enquiries submitted through the Platform.

Personal Information

Investors In Community 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 Investors In Community will comply with all applicable laws.

Intermediary

Investors In Community does not review or exercise any editorial control over the content of information on your Project page. In the event that Investors In Community is made aware of or has knowledge of any unlawful activity or information on the Platform or associated services, Investors In Community shall act

to remove or disable access to the information. Investors In Community shall not be liable to you or the Project as a result of its role hosting your Project on the Platform.

Project creator obligations

It is Investors In Community's policy that all projects must serve a purpose that benefits the public good. Investors In Community retains the unrestricted ability to reject or terminate a campaign in its sole discretion when Investors In Community believes the burdens of continuing a project are not in its best interest. In rejecting or terminating a campaign, Investors In Community 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 good cause for which you have created a Project agrees to you raising funding on its behalf for the purposes and in the manner set out on your Project page;

If your use of the Platform and/or associated services results in access to any Personal Information you shall:

- at all times assist with the responsibilities of Investors In Community, as a data controller responsible for determining how the Personal Information is processed under the provisions of the Privacy Laws;
- not do, or cause or permit to be done, anything which may result in a breach by Investors In Community of the Privacy Laws and comply with all reasonable instructions from Investors In Community relating to the processing by you and/or the Project of such Personal Information;
- comply with the Privacy Laws in respect of your and/or the Project page's collection, use, disclosure or processing of the Personal Information;
- 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;
- hold the Personal Information securely and not disclose it to anyone other than Investors In Community, as agreed to by the data subject and/or as permitted by Privacy Laws;
- 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 Investors In Community's reasonable requirements to ensure the security of the Personal Information as notified to you from time to time;
- 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 Investors In Community's Platform;
- only communicate with donors where they have agreed to receive further communications from you and/or the Project 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);
- not retain any Personal Information for longer than is necessary; and
- to the extent legally permissible, you shall indemnify and hold harmless Investors In Community, its successors and assigns, from and against all losses, costs and other damage caused by your and/or the Project 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 Investors In Community to fundraise on your behalf) in accordance with applicable laws and if Investors In Community needs any such authority, permit, licence, consent, approval or registration for it to fundraise on behalf of the Project then you will, at no cost to Investors In Community, provide all such assistance as Investors In Community reasonably requires to assist Investors In Community with the same. You agree that you shall inform Investors In Community

immediately if, for any reason, you and/or the Project cease(s) to maintain the necessary authority, permit, licence, consent, approval and/or registration to operate the fundraising activities in relation to the Project in accordance with applicable local laws.

By building a Project you represent, warrant and undertake to Investors In Community and the users of the Platform that:

- each time you use the Platform or associated services, and in particular when you create a Project page, you will comply with Investors In Community's guidelines that apply to Project pages at that time (available here);
- you will provide feedback via your Project on the Platform, 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 Project will be used for the purposes set out on your Project page; and
- you will ensure no fraudulent, criminal or otherwise improper uses will be made of donations made via your Project page.

Licence of Trademark and Copyrighted Material

You hereby grant to Investors In Community, its affiliates and its partners a non-exclusive licence to use any of your Project 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 Platform 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, Investors In Community'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 Project page, shall be limited to the total fees paid by you to Investors In Community under these Terms for your use of the Platform 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 Investors In Community 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 INVESTORS IN COMMUNITY 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 Platform 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

- 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
- 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.

Termination

Investors In Community reserves the right, at its sole discretion, to immediately and without notice suspend or permanently deny your access to all or part of the Platform 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 Platform and associated services, funds already received on your behalf by Investors In Community will be handled in accordance with the provisions above, provided that any potential payment (where applicable) may be delayed where Investors In Community conducts an investigation regarding your use of the Platform and associated services and Investors In Community may decide to refuse to pay funds across to the good cause where a user has breached these Terms or a Project has been removed. In such circumstances Investors In Community may authorise a reallocation of donations made.

Community Credits Terms and Conditions

Members are only entitled to one Community Credit account each; however, points may be grouped by individual affiliations, such as (but not limited to) employer/employee relationships, group membership, societies and clubs etc.

IIC reserves the right to refuse, merge or close additional accounts at any time.

Members must register their personal details and keep IIC informed of any changes. IIC cannot be held responsible for any loss of points or communications incurred as a result of out of date details.

Accounts which remain inactive for two years may be removed and any credit forfeited.

Community Credits, in whatever form, are not transferable, cannot be copied and can only be used by the member who is named and registered for the individual account.

The security of the Community Credit account, along with the allocation of individual credits earned, remains the responsibility of the member.

IIC may decline to issue, withdraw or cancel Community Credit accounts, credits, and points, in whatever form, and/or remove a member from the scheme at any time where there is reasonable belief of:

- any abuse or attempted abuse of the scheme;
- any breach or attempted breach of these terms and conditions and/or those relating to the optional elements of the scheme;
- any behaviour relating to Community Credits or IIC that involves theft, misconduct, abusive or offensive behaviour, or supplying false or misleading information.

Community Credits can only be used in regard to social responsibility activities arranged through the IIC Platform, Citercom Limited, the Investors in Community Charitable Trust and promotional partners who are part of the scheme.

Community Credits cannot be transferred, bought, sold or in any way traded.

Members can choose to leave the scheme at any time. By leaving the scheme members forfeit the right to any community credits already accrued or issued.

Community Credits are automatically added to a member's account on a point per pound basis for each donation made directly to the Investors In Community Charitable Foundation.

Community Credits are added to a member's account based on a transactional value for any assets gifted to good causes. The transactional value is calculated based on the asset 'worth' of the gift to the recipient good cause. This value is independently established by The Citercom Limited, in order to negate regional variations in pricing. Credits are allocated to the member's account once the asset has been accepted by a good cause.

Community Credits are added to a member's account based on a transactional value for any voluntary work undertaken for good causes. The transactional value is calculated based on the net 'worth' of the volunteering to the recipient good cause, and is based on a point matrix which negates regional variations in pricing. Credits are allocated to the member's account once the volunteering time has been confirmed as having taken place by a good cause.

IIC is entitled to remove credits at any time if gifted assets are deemed to be unsuitable or voluntary work was outside the defined scope required.

Community Credits awarded may be removed or cancelled if IIC determines that the points were collected in breach of these terms and conditions or were awarded in error. For the avoidance of doubt, any advice or actions of our staff that is contrary to these terms and conditions will not have the effect of changing these terms and conditions.

Community Credits have no financial value beyond being a standardised measure of social responsibility.