

TERMS & CONDITIONS

Neither HG15 Limited nor the Client accepts any terms and conditions in relation to the subject-matter of this Document except the terms and conditions in this Document.

1 SCOPE OF SERVICES

1.1 HG15 Limited will provide payment processing services to the Client at the price and terms indicated. HG15 and its Partners will charge and deduct the Processing Fees as indicated and any ancillary transaction-related fees at cost before remitting proceeds to Client. Payments are remitted directly to the Client by the payment gateway, and HG15 does not handle the funds.

1.2 HG15 will provide Client with Additional Services free of charge via the use of HG15's "API"; said API providing the conduit to HG15's merchant acquiring account in respect of payments and additionally, content uploaded by Client from time to time via Client's online account.

1.3 Client agrees to use HG15 as a processor of online payments. Client can promote HG15's services on their website, and any related 3rd party websites.

1.4 HG15 will provide Client with login details to CHNet.com which is the gateway where Client manages Client content and accesses payment data and similar information. CHNet is a fully owned and controlled service of HG15 Limited.

1.5 Funds collected for Client will be held by our Partner until the client requests the transfer of funds, or automatically according to an agreed schedule.

1.6 Use of the HG15 API remains free of charge to Client and subject to the terms outlined in this document.

1.7 Upon termination of any relationship, access to CHNet.com (Additional Services) will cease and the API will no longer function in the Client's website.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Document the following words and expressions shall have the following meanings:

"API" means the Application Programming Interface that provides the link to Client content managed via Client's CHNet account, and to the payment services provided by HG15.

"Bona Fide Organisation" an organisation or body that is recognised officially in the country of its incorporation or registration.

"Business Day" means a day (except a Saturday or Sunday) on which banks are generally open for business in London, United Kingdom, and, for the avoidance of doubt, excludes bank and public holidays in England and Wales;

"Cancellation" means the cancellation of a transaction by a cardholder in respect of a payment made via a credit or debit card

"Charges" means the agreed fees and charges set out in the Registration Form

"CHNet Account" means the password-protected account that Client will access in order to

upload and maintain Client content as well as accessing payment reporting and similar information currently at www.chnet.com

“Client” means the company or non-profit organisation Registered on the website, or any Group Company thereof;

“Client Data” means all information collected by the Client from or concerning Payers and/or Payees over a Communications Network and includes personal data of the Payers and/or Payees;

“Client Systems” means the Internet website, call centre application or other remote sales application of the Client;

"Confidential Information" means all information which prior to its disclosure is designated as confidential by the Disclosing Party in writing and all such other information which relates to business affairs, products, services, pricing, marketing strategy, developments, trade secrets, know-how, personnel, customers and suppliers of the Disclosing Party and information which may reasonably be regarded as the confidential information of the Disclosing Party and all designs, drawings, software specifications, processes, testing procedures, security systems and all other information and material including all data subject to the Data Protection Laws which are supplied or in respect of which access is granted by the Disclosing Party to the Recipient pursuant to this Document, or which the Disclosing Party is required to generate under this Document or which was disclosed by the Disclosing Party to the Recipient either directly or indirectly, in each case in whatever form stored or maintained, whether in oral, written, magnetic, digital or any other form, provided that Confidential Information shall not include;

- (i) Information which was in the public domain at the time of disclosure;
- (ii) Information which, though originally Confidential Information, after disclosure falls into the public domain through no fault of the Recipient of the Confidential Information as of the date of its so falling;
- (iii) Information independently developed by employees or agents of either party where such party can show it had no access to Confidential Information received;
- (iv) Information disclosed pursuant to a duty imposed by law or the requirements of a regulatory authority or government body or to a court of competent jurisdiction, but only to the extent so required;
- (v) Information disclosed by HG15 pursuant to this Document or with the Client's prior written approval;
- (vi) Information that (1) can be shown by the Recipient to have been already within the Recipient's possession prior to its being furnished to the Recipient by or on behalf of the Disclosing Party or (2) is subsequently provided to the Recipient by a person who has not obtained such information from the Disclosing Party, provided that, in any such case, such information was not disclosed by any person in breach of any undertaking as to confidentiality; and Without prejudice to the generality of (i) and (ii) above, information shall not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of commercial interest and a combination of two or more items of Confidential Information shall not be deemed to be in the public domain by reason only of each separate item being so available;

“Data Protection Laws” means the European General Data Protection Regulation 2016/679, the UK Data Protection Act 1998, and any other applicable legislation governing privacy and/or the obtaining, processing and security of personal data;

"Disclosing Party" means the party who discloses any Confidential Information to a Recipient

pursuant to or in contemplation of this Document;

"Force Majeure" means any event which is outside the reasonable control of the relevant party, including the unavailability or faulty performance of Communication Networks or energy sources, any act of God, any act or omission of governmental or other competent authority, fires, strikes, industrial dispute, riots, war, civil unrest, revolution, act of terrorism, inability to obtain materials, embargo, refusal of licence, theft, destruction, denial of service (DoS) attacks, unauthorised access to computer systems or records, programs, equipment, data, or services, breakdown of plant or machinery, flood or other adverse weather conditions;

"Group Company" means any subsidiary undertaking and/or parent undertaking of a person and/or any subsidiary undertaking of any such parent undertaking;

"Insolvency Event" means, in relation to a person, that:

- (i) it has suspended or ceased (or threatened to suspend or cease) all or a substantial part of its operations;
- (ii) any expropriation, attachment, sequestration, distress or execution or analogous process in any jurisdiction has been levied against any of its assets having an aggregate value of £10,000 or more and has not been discharged within 7 days;
- (iii) it is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (iv) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (v) a moratorium is declared in respect of its indebtedness;
- (vi) any corporate action, legal proceedings or other procedure or step is taken in relation to it for:
 - (1) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - (2) any composition, compromise, assignment or arrangement with any creditor;
 - (3) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, or other similar officer in respect of it or any of its assets;
 - (4) enforcement of any mortgage, charge, pledge, lien or other security interest securing any obligation of that company or any other arrangement having a similar effect; or
 - (5) where such other party is an individual, a bankruptcy petition or order, or any analogous procedure or step is taken in any jurisdiction, but paragraph (vi) shall not apply to:
 - (A) a solvent reconstruction or amalgamation the terms of which have previously been approved in writing by the other party; or
 - (B) any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 7 days of commencement, or if earlier, before the date on which it is advertised.
- (vii) it, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), becomes incapable of managing his or her own affairs or becomes a patient

under any mental health legislation.

“Intellectual Property” means patents, registered designs, trademarks, service marks, design rights and database rights (whether register-able or otherwise), applications for any of the foregoing, copyright (including copyright in source code, object code, procedures manuals and related documentation), know-how, trade or business names and other similar rights or obligations, whether register-able or not in any country (including the United Kingdom and Ireland) and all rights of a similar or corresponding character subsisting anywhere in the world;

“License Fee” means the annual software license fee payable by Client for use of the HG15 API, if applied and agreed specifically on a project-by-project basis.

"Losses" means all costs, claims, demands, liabilities, expenses, damages and/or losses (including any direct or indirect losses, consequential losses, loss of profit and/or loss of reputation, and all interest, penalties and legal and other professional costs and expenses);

“Payee” means the person identified by the Client for the receipt of a payment using the Services;

“Payer” means any person who attempts to make a purchase/payment to which the Services apply from the Client.

“Password and Username” mean, respectively, the unique password and username which are issued by HG15 to the Client in order to access Client’s CHNet account.

“Processing Fees” means the charges that HG15 makes for the collection and processing of payments, the use of its API and any other transaction- related costs.

"Recipient" means any party who receives Confidential Information from a Disclosing Party pursuant to or in contemplation of the relationship;

“Refund” means the proceeds from the reversal of a transaction made via credit, debit card or bank transfer.

"Regulator" means any person or body having regulatory or supervisory responsibility and/or authority over the business of the parties or their Group Companies;

"Relief Event" means any breach by the Client of its obligations under this Document, which has a material adverse effect on HG15 Payments' ability to provide the Services and/or perform its obligations under this Document;

"Tax" means:

- (i) all forms of tax, levy, impost, contribution, duty, liability and charge in the nature of taxation and all related withholdings or deductions of any nature (including, for the avoidance of doubt, National Insurance contribution liabilities in the United Kingdom and corresponding obligations elsewhere);
- (ii) all related fines, penalties, charges and interest, imposed by a taxing authority;

"VAT" means any sales, purchase or turnover tax as may be applicable in any relevant jurisdiction, including, without limitation, value added tax chargeable under or pursuant to the Value Added Tax Act 1994 or the EC Sixth Directive (77/388/EEC).

"HG15" means HG15 LIMITED a company registered in the United Kingdom, whose registered office is at 9 West End, Kemsing, Sevenoaks, Kent, TN15 6PX3, United Kingdom.

2.2 Save as otherwise provided herein, any references in this Document to clauses, paragraphs, parts or schedules are references to the clauses, paragraphs, parts or schedules of this Document unless the context otherwise admits or so requires.

2.3 A reference in a clause part or schedule to a paragraph is, unless otherwise stated, a reference to a paragraph in that clause part or schedule.

2.4 References to the singular shall include the plural and vice versa and reference to any gender shall include other genders.

2.5 The headings to the clauses in this Document are for reference only and shall not affect the interpretation of this Document.

2.6 A reference to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, state, state agency, institution, foundation or trust (whether or not having a separate legal personality).

2.7 A reference to an English legal term for a legal document, court, judicial process, action, remedy, legal status, official or any other legal concept or thing is, in respect of a jurisdiction other than England, deemed to be a reference to whatever most closely equates to the English legal term in that jurisdiction.

2.8 A reference to "including" or "includes" does not limit the scope of the meaning of the words preceding it.

2.9 A reference to a particular time of day is, unless stated otherwise, a reference to that time in London, UK.

2.10 References to "liability", unless the context otherwise requires, includes claims, demands, proceedings, damages, losses, cost and expenses.

2.11 A reference to a statute or statutory provision includes a reference to any subordinate legislation and is a reference to that statute, statutory provision or subordinate legislation as modified, consolidated, superseded, re-enacted or replaced (whether with or without modification) from time to time after the date of this Document.

2.12 The expressions "subsidiary undertaking" and "parent undertaking" have the meanings given to them by the Companies Act 1985.

3 OBLIGATIONS OF HG15 LIMITED

3.1 HG15 shall only provide the Services to the Client if and for so long as the Client has a valid relationship in place with HG15. The Services shall be provided only in relation to the transactions, card types and currencies made available by HG15.

3.2 HG15 shall not be responsible for the verification of the identity of Payers.

3.3 Any Client Data stored or hosted by HG15 shall be stored on its private network or the

networks of subcontractors but HG15 shall not be responsible for the accuracy or otherwise of any Client Data. HG15 operates as a facilitator of transactions. Payer and transaction information when collected by HG15 is done using industry standard encryption.

3.4 HG15 alone may terminate this relationship at any time and without notice should it no longer be in a position to process payments including through inability of its subcontractors to provide Service.

3.5 Refunds Policy and Cancellation: in the event of a Cancellation or Refund, HG15's Partner will pass on any and all charges incurred in relation to the transaction and will refund funds direct to the cardholder.

3.6 HG15's Partner shall make timely remittances of payments collected on behalf of Client in accordance with the details provided on the Client's online profile and subject always to Client's obligations at 4.1(a)

4 OBLIGATIONS OF THE CLIENT

4.1 The Client assumes full and sole responsibility for the following

- (a) Providing HG15 with documents evidencing that it is a Bone Fide organisation when requested, in order that HG15's Partner may make timely payment remittances in accordance with its obligations. The facility for uploading such documentation is available within the Client Administration area of CHNet.com and may be completed at any time prior to Client requesting payment of funds on their behalf.
- (b) Ensuring (where applicable) that any Client System or sales application utilised is reasonably secure and contains appropriate legal terms and conditions of use and an appropriate and accurate privacy policy;

(c) At all times operating within the terms and conditions of any agreement with its bank;

(d) Ensuring that all necessary regulatory or other consents or authorisations are in place (where relevant) prior to using the Additional Services so that HG15 may provide the Additional Services to it lawfully and for it to take the Additional Services lawfully.

(e) Providing true, accurate and complete registration information and maintaining and promptly updating its information as applicable. If any information provided by the Client is in any material respect untrue, inaccurate, not current, or incomplete, without limiting other remedies, HG15 has the right to terminate the Client's use of the Services and to terminate this relationship, and in either case HG15, its agents, suppliers, and subcontractors have the right to recover from the Client any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. Client authorises HG15 and its agents, suppliers and subcontractors to make any inquiries they consider necessary to validate the Client's registration for the Services.

5 USERNAME, PASSWORD

5.1 On completion of the online Registration Form, Client will create a Username and Password in order to access its HG15 / CHNet account. It is the Client's responsibility to keep its Username and Password secure.

5.2 A Username, Password or any other Shared Secret may not be shared with any other party. Other users of the Client's Username or Password shall be bound by this Document as if they were

the Client and the Client shall be responsible for their acts and omissions under the terms of this Document as though such acts and omissions had been carried out (in the case of acts) or omitted to be carried out (in the case of omissions) by the Client. The Client agrees to immediately notify HG15 of any unauthorised use of its Username, Password or Shared Secret or any other breach of security or breach of this Document of which the Client becomes aware.

6 SUPPORT AND MAINTENANCE

6.1 The Client may contact HG15 for support in relation to the Services using the online Support ticketing system, or via the Contact form, Email, or Telephone.

6.2 Support is available Monday to Friday during normal UK business hours and on a “best-effort” basis outside of these hours.

6.3 From time to time it may be necessary for HG15 Payments to complete maintenance on its systems. If the maintenance is likely to result in unavailability of the Services then HG15 Payments will endeavour to advise Clients in advance.

7 ENHANCEMENTS AND UPGRADES

7.1 From time to time upgrades or enhancements may be introduced by HG15. HG15 will advise Client of the changes and the Client will (where necessary) implement the changes.

8 PAYMENT OF CHARGES

8.1 In consideration of HG15 performing the Services, HG15 will deduct the Charges from payments processed on behalf of the Client.

8.2 Unless expressly stated otherwise in this Document, all sums referred to in this Document shall be exclusive of VAT. Any VAT properly chargeable in respect of sums referred to in this Document shall be payable in addition to such sum at the relevant rate from time to time.

8.3 In all cases, any amounts due under this Document will be paid by the Client to HG15 in full without any right of set-off or deduction.

9 INTELLECTUAL PROPERTY

9.1 The HG15 name and any trading names and trademarks are included in the valuable Intellectual Property of HG15. All Intellectual Property with respect to the Services and the HG15 name and trademarks, whether now existing or which may hereafter come into existence, where and solely to the extent that any rights thereto are not expressly granted to the Client here are reserved to HG15. Any goodwill generated through the Client’s use of the HG15 name and trademark shall inure solely to the benefit of HG15.

9.2 Unless expressly provided in this Document, nothing in this Document shall be interpreted as granting to the Client a licence to use any of the Intellectual Property of HG15.

9.3 The Client will promptly notify HG15 of any infringement or threatened infringement or of any challenges to validity or ownership of any Intellectual Property or other right of HG15 of which the Client becomes aware and will provide reasonable assistance to HG15, at HG15’s expense, in connection therewith.

9.4 HG15 may include at its discretion the Client's company name, description and hyperlink on its website and other marketing material.

9.5 The Client may, at its discretion display any HG15 graphics and hyper-links provided to the Client by HG15 on the Client's Internet website.

10 CONFIDENTIAL INFORMATION

10.1 Each party agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose other than the purposes described in and envisaged by this Document. For the avoidance of doubt, nothing in this Document shall prevent HG15 from utilising Payers' data for the purpose of properly running its business.

10.2 Neither party shall disclose or permit disclosure of any Confidential Information of the Disclosing Party to third parties or to employees of the Recipient, other than directors, officers, employees, consultants, advisers and agents to the extent necessary or desirable for them to have the information in order to carry out their obligations hereunder.

10.3 Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised under this Document to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to promptly notify the other in writing of any actual or suspected misuse, misappropriation or unauthorised disclosure of Confidential Information of the Disclosing Party which may come to the Recipient's attention.

10.4 Subject to clause 9.5, on the earlier of: (a) termination of this relationship; and (b) receipt of a request from one party (the "**Requesting Party**") to do so, the other party (the "**Returning Party**") will return to the Requesting Party or destroy all documents, notes and other data in whatever form the same may be stored which constitute, include or incorporate in any way any Confidential Information and any and all copies made of such documents or material, in whatever form such copies may have been made.

10.5 Each party shall be permitted to retain:

- (i) corporate records (including, without limitation, board minutes) containing Confidential Information from which Confidential Information cannot be separated; and
- (ii) one copy of the Confidential Information for the purposes of and for so long as required by any Applicable Laws and regulations or by judicial or administrative process or its legitimate internal compliance procedures.

10.6 Each party will ensure that each person to whom any disclosure of Confidential Information is made in accordance with clause adheres to the terms of this clause 10 as if he, she or it were a party to this relationship.

11 TERM AND TERMINATION

11.1 If the relationship between HG15 Limited and Client is terminated, each of the parties will promptly return to the other all property of the other then in its possession. The Client shall cease to use the Additional Services, the Programs and any software provided by HG15 to the Client under this Document. In addition, the Client will remain liable to HG15 Payments for any outstanding amounts owed, including disputed amounts occurring within six (6) months of termination of relationship.

11.2 Notwithstanding the foregoing, HG15 may suspend or terminate the Services without notice and may also terminate this relationship if the Client shall (i) fail to pay any Charges when due, (ii) if the Additional Services are used for other purposes including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Services, (iii) if the Additional Services are used in a manner contrary to what HG15 considers acceptable usage (iv) for scheduled or emergency maintenance (v) in the event that HG15 becomes aware that Client is no longer a Bona Fide Organisation. HG15 shall endeavour to give reasonable notice to the Client of any schedules and necessary maintenance.

11.3 The HG15 Acceptable Usage Policy prohibits the processing of transactions involving the making available or sale of content, services or products which are deemed by HG15 in its sole discretion as being inappropriate or unlawful. The Acceptable Usage Policy of HG15 also aims to ensure that HG15 is not associated with any website content (including linked content) which is illegal, fraudulent, offensive, embarrassing, sexually explicit, obscene, threatening, defamatory or otherwise inappropriate. HG15 prohibits the processing of transactions using the Services where the transactions would breach the United States Unlawful Internet Gambling Enforcement Act of 2006 and the Client represents, warrants and undertakes to HG15 that no such transactions will be processed via the Additional Services.

11.7 The provisions in this Document which expressly or by implication are intended to have effect after termination shall continue to apply and be enforceable notwithstanding termination.

12. LIMITATION OF LIABILITY AND INDEMNITY

12.1 This Clause 12 sets out the entire liability of HG15 to the Client in respect of any breach of its obligations under this Document and/or tortious act and/or omission, negligence and/or representation made in connection with this Document.

12.2 HG15 assumes no responsibility, and the Client shall indemnify and keep indemnified HG15 and its employees or agents for loss, damage, or injury to any person or property, of whatever nature and whether direct or indirect, occasioned by, arising from, or due to:

- (i) the breach by Client of any Applicable Laws;
- (ii) representations made to payees by the Client including without limitation any representations relating to the creditworthiness or character of the Client;
- (iii) the inaccuracy or unlawfulness of any content provided by Client on HG15 or related websites.
- (iv) the reliance by the Client on any information issued by its bankers;
- (v) any fraudulent or erroneous transactions or transactions incorrectly authorised or by

the Acquiring Bank;

- (vi) any charge-backs to the Acquiring Bank or any refunds payable to or from any Payers;
- (vii) any cause over which HG15 does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, Internet Service Providers, delays, non-deliveries, mis-deliveries, or service interruptions arising from Force Majeure;
- (viii) unauthorized interception or use of data relating to the Client or the Services
- (ix) any actions or transactions by any individual or entity that uses the Client's Username, Password or any Shared Secret;
- (x) any breach by the Client of its obligations under the Data Protection Laws; and
- (xi) any breach by the Client of Clause 3 above; except and to the extent such Losses result directly from the knowing or wilful misconduct of HG15.

12.3 HG15 shall not be liable to the Client or any third party in contract, tort or otherwise for any loss of revenue, business, use, goodwill, anticipated savings, profit, data or for any financial loss whatsoever or for any indirect, special, incidental, punitive or consequential loss or damage howsoever arising in relation to the use of any Additional Services or any failure or error or default by HG15 in the provision thereof, or that result from mistakes, omissions, interruptions, deletion of files, e-mail errors, defects, viruses, Trojan horses, worms, delays in operation or transmission, or any failure of performance, whether or not limited to any events of Force Majeure.

12.4 In no event whatsoever shall HG15 be liable to the Client for an amount exceeding the amount actually paid to HG15 by the Client for the Services and the parties acknowledge that the Charges are calculated on the basis that this limitation shall apply and that such amount represents a genuine pre-estimate of loss.

12.5 Without prejudice to any other rights or remedies that HG15 may have, the Client acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the client of the provisions of this Document and that accordingly HG15 shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Document.

12.6 Nothing in this document limits or excludes liability of either party in respect of: (a) any claims for death or personal injury caused by the negligence of such party; (b) any claims resulting from any fraud including fraudulent misrepresentation made by such party; or (c) any claims for which liability may not otherwise lawfully be limited or excluded.

12.7 The rights and remedies provided by this Document are cumulative and do not exclude any rights and remedies provided by law.

12.8 Unless expressly provided otherwise, all agreements, obligations and liabilities assumed in this Document by more than one person are assumed jointly and severally.

13 WARRANTIES

13.1 HG15 warrants that:

- (i) it has the necessary skill to supply the Additional Services;
- (ii) it will carry out the Services with reasonable care and skill;
- (iii) the Intellectual Property in the software used in providing the Services vests in HG15 or its licensors; and
- (iv) it has the right to enter into this relationship and provide the Services hereunder.

All other warranties express or implied, in relation to the Additional Services are hereby excluded to the fullest extent permitted by law.

13.2 The Client warrants to HG15 that:

- (i) it has all necessary licences, permits, authorisations, registrations, approvals, notifications and/or consents to enter into and perform all of its obligations under this Agreement and to grant the rights granted by it under this Document;
- (ii) it has full capacity and authority to enter into and to perform this relationship;
- (iii) this relationship has been executed by a duly authorised representative of the Client;
- (iv) this Document shall constitute its legal, valid and binding obligations;
- (v) its proposed activities hereunder do not infringe any applicable law, any applicable codes of practice or guidance, and/or the rights of any third party, including any third party's Intellectual Property; and
- (vi) the terms of this Document do not conflict with any contract entered into with any third party before the date of commencement of the relationship.

14 FORCE MAJEURE AND RELIEF EVENTS

14.1 Except in relation to obligations under this Document to make payments when due, neither party shall be liable for any failure, interruption or delay in the performance of its obligations under this Document, in whole or in part, if such delay or failure is due to Force Majeure.

14.2 The parties shall make all reasonable efforts to minimise the effect of Force Majeure upon the performance and fulfilment of this relationship and shall meet as soon as possible and in any event within 48 hours from the date of notice of any Force Majeure to agree upon any action to avoid delays.

14.3 HG15 shall not be in breach of this Document to the extent that its delay in providing, or failure to provide, the Additional Services or perform any other obligation under this Document is a result of a Relief Event, and HG15 shall use all reasonable endeavours to provide any Additional Services and perform its obligations under this Document notwithstanding the Relief Event.

14.4 If HG15 incurs costs in providing any Additional Services as a result of any Relief Event it shall be entitled to recover those costs from the Client.

15 DATA PROTECTION

15.1 HG15 shall comply with its obligations as a data controller and data processor under and all applicable data protection laws and HG15 shall comply with its obligations as a data processor acting on the instructions of the Client under such data protection laws.

15.2 HG15 undertakes that it will:

- (i) only process data in accordance with the terms of this Agreement;

(ii) take such appropriate technical and organisational measures as required to enable it to process data including without limitation:

(a) measures designed to protect any personal data that it processes against:

- (1) any unauthorised use or unlawful processing; and
- (2) accidental loss, destruction or damage; and

(b) the taking of reasonable steps to ensure the reliability of any of its staff which shall have access to the personal data processed under this Document.

15.3 The parties acknowledge that in the course of the performance of this relationship personal data may be transferred outside the European Economic Area ("EEA"), in which event the Client shall prior to the transfer of any personal data outside the EEA:

- (i) ensure that proper wording is included on documentation presented to Payers and/or Payees notifying them that processing may take place outside the EEA and (where appropriate) seeking their consent to the transfer of their Personal Data outside the EEA; and
- (ii) enter into, with HG15, such appropriate model contracts approved by the European Commission (or other contracts providing adequate protection for Personal Data) which enable the transfer of personal data outside the EEA.

15.4 HG15 is solely responsible for the lawful collection, delivery, obtaining of consents and use of all donor Data according to the EU GDPR and any other applicable laws and regulations.

15.5 HG15 will process data in accordance with this Document and will only share data where it is necessary for the performance of this relationship.

15.6 HG15 may aggregate information in its database for the purposes of fraud detection and specifically in this event the Client agrees that HG15 can use its historical information to detect possible fraudulent transactions for other clients that use the HG15 service.

16 GENERAL Notices

16.1 A notice, permission or other communication under or in connection with this document must be: (i) in writing; (ii) in English; (iii) signed by or on behalf of the person giving it; and (iv) sent by recorded delivery post or by fax or email to the relevant party to the contact address, and/or fax number, and/or email address(as applicable) set out in this Document (or if otherwise notified by the relevant person under clause 17.4 to such other contact, address or fax number as has been so notified).

16.2 Such notices addressed to HG15 should be sent to: HG15 LTD (email address admin@hg15.com)

16.3 Unless there is evidence that it was received earlier, and provided such notice is not returned to the sender undelivered, a notice or other communication that complies with clauses 16.1 and 16.2 is deemed given:

- (i) if sent by recorded delivery post, at 9.00 am on the second Business Day after the day of posting;

(ii) if sent by email at the time of its transmission.

16.4 A party may notify the other party of a change to any of its contact details for notices. The notice must comply with the terms of this document and must state the date on which the change is to occur. That date must be on or after the fifth Business Day after the date on which the notice is delivered.

Illegality

16.5 If a provision of this document is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in this document, but the validity or enforceability of the remaining provisions of this Document will not be affected.

Applicable law and regulations and jurisdiction

16.6 This document, the jurisdiction clause contained in it, all the documents referred to in it which are not expressed to be governed by another law, and all non-contractual obligations arising in any way whatsoever out of or in connection with this document are governed by, and shall be construed and take effect in accordance with English law. The courts of England have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this document (including without limitation claims for set off or counterclaim) or the legal relationships established by this document.

Counterparts

16.7 This document may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, and all such executed counterparts together shall have the same effect as though each party had executed the same document.

Amendments

16.8 Amendments to or modifications of this document may be made only by mutual Agreement of all parties in writing and shall be subject to whatever approvals or appropriate authorities as may be required by law. Notwithstanding the foregoing, where HG15 requires changes to the Services for technical, operational or business purposes HG15 may make such changes and shall endeavor to give at least 30 days prior notice to the Client.

Waiver

16.9 Failure to exercise, or a delay in exercising, a right or remedy provided by this document or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this document or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this document does not constitute a waiver of a subsequent or prior breach of this document.

No partnership. Etc.,

16.10 This document shall not constitute any party, the legal representative, partner or agent of

the other parties or any of them nor (save as expressly provided in this document) shall any party or any successor of any party have the right or authority to assume, create or incur any liability or obligation of any kind express or implied against or in the name of or on behalf of any other party.

Assignment and transfer

16.11 The Client may not assign, transfer, charge or deal in any other manner with this document or any or all of its rights or obligations under it, nor purport to do so, nor sub-contract any or all of its obligations in this document without having obtained the prior written consent of HG15.

16.12 The Client may not re-sell or make available the Additional Services to any third parties.

Entire agreement

16.13 The terms laid out in this document (together with any documents referred to in it) sets out the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of it (and any document referred to in it).

16.14 Each party agrees and acknowledges that it has not relied on, or been induced to enter into this relationship by, any warranty, statement, representation or undertaking which is not expressly included in this Document.

16.15 Subject to clause 12.8, no party has any claim or remedy in respect of a warranty, statement, misrepresentation (whether negligent or innocent) or undertaking made to it by or on behalf of the other party in connection with or relating to the subject matter of this document and which is not expressly included in this document.

Effective date of agreement

16.16 This document shall become effective only upon the Client creating an account at CHnet or any other website owned and operated by HG15 Limited.

17 SERVICE SCHEDULE

The Service Process – Payment Card Processing

17.1 The HG15 API contains a payment area where donors of Clients may make payments.

17.2 The Payer will enter their credit / debit card details on a secure page – hosted by HG15 or its agents / subcontractors. HG15;

17.3 Successful authorisations may be processed individually or batched on a daily basis and processed by HG15 and / or its subcontractors.

17.4 HG15's partner remits funds directly to the Client, either on request, or on a regular agreed schedule.

Online Authorisation Service

17.5 HG15 Payments operate as a processor or agent for the processing of transactions and not as a repository or information store for Clients.

17.6 HG15 alone is responsible for the collection and delivery of data

Transaction Suitability Scoring

17.7 HG15 Payments may, at its discretion, maintain all Client transactions for the generation of internal reports

Payer Authentication

17.8 HG15 operates a payer authentication service – this is used by internet Clients when accepting credit card details online.

17.9 The process involves sending a request to HG15 and or its subcontractors, who in turn submit a request to the appropriate scheme (Visa/MasterCard or other) who in turn determine via the issuer if the Payer is enrolled in the scheme.

Currency Conversion

17.10 HG15 and/or its subcontractors and agents are capable of processing payments in a variety of currencies. Client must specify in their online profile, the currency of preference in case Client does not hold an account in the currency of an incoming payment.

17.11 Transactions will be processed by HG15's Partner in the currency selected by the cardholder.

Card Storage

17.12 Where details of a card need to be stored, for example when a repeating payment is set up, HG15's solution registers a "card alias" to a Payers personal HG15 account, assigned by the card authorisation network. This "card alias" is stored against a Payers personal HG15 account, and enables payments when logged in to that account, re-using the stored "card alias" each time. The actual card details are not held by HG15, nor ever seen by HG15.

17.13 HG15 does not store card details, and only uses the “card alias”, and only where applicable.