

# Creation and functioning of a fund

## **Creation of the Fund by the Organiser**

The Organiser must have registered and have a profile on the website before creating a Fund.

Each time a request to create a Fund is submitted, the Organiser must state:

- The name of the Fund;
- The category of the Fund that he/she wishes to create;
- Within the context of a community fund, the precise identity of the Beneficiary
- The purpose and/or the event that he/she wishes to fund;
- The target amount, where appropriate, of the Fund;
- Where applicable, the contribution amount suggested to each participant;
- The date on which the fundraising ends. The fundraising period must be at least 2 (two) calendar days from the date on which the Fund is opened. It must be no more than 365 (three hundred and sixty-five) calendar days from the date on which the Fund is opened.

## **Selecting the Participants.**

The elements mentioned above, including the purpose, the gift and the Beneficiary, where applicable, must be completed carefully. These fields determined the objective of the mandate given by the Participants to the Organiser.

The content of these fields and compliance with them is the exclusive responsibility of the Organiser. Chippingin cannot under any circumstances be held responsible for any failure by the Organiser to comply with the mandate attributed to him/her by the Participants.

## **When an Organiser creates a Fund on behalf of a third party**

It is clearly stated that Chippingin will not undertake any attempt to verify the nature and the existence of the relationship between the Organiser and the third party such that it

## **Management of the Fund by the Organiser**

is the responsibility of the participants to do their own due diligence in order to ascertain for themselves the truthfulness and nature of the characteristics presented by the Organiser.

## **Creation of the payment account**

By creating a Fund, the Organiser acknowledges that he/she is requesting the opening of a payment account with Chippingin. One payment account will be opened for each Fund. The payment account is created as soon as the Organiser receives a confirmation email. Chippingin may freely decide to restrict the use of a payment account without any obligation on the part of Chippingin to justify its decision to the Organiser. The operation of the payment account will, in particular, be restricted immediately following any failure by the Organiser to convey all of the information and documentation requested by Chippingin. The Organiser will be informed of these restrictions.

By agreeing to the terms of the Contract, the Organiser agrees that the Chippingin will transfer his/her request to open a payment account, along with all of the information and received. Chippingin alone is entitled to grant the request to open a payment account and to grant the status of account holder to the Organiser. Chippingin may reject a request to open a payment account without any obligation to justify its decision. The Organiser will be informed of this rejection by the Chippingin. A refusal to open a payment account entails a refusal to create a Fund and does not give rise to any right to compensation.

The Organiser is solely responsible for administering the Fund.

The Organiser may choose at any moment to:

- Change the gift requested;
- Invite any new participant;
- Change the fundraising end date
- Cancel the Fund;

The Organiser agrees that, after the creation of the fund, he/she will act in accordance with the mandate that he/she has received from the Participants by refraining from modifying the fundamental characteristics of a Fund, which are principally the identity of the Beneficiary and/or the nature of the gift envisaged by the Fund.

## Contributions to a Fund

### General principles

A Participant may be invited, by an Organiser, to make a contribution to the Fund organised by the latter.

The contribution may be made by card, by bank transfer or by any other means of payment, in accordance with the provisions below. It is stated that the maximum amount of a Fund or a contribution may be determined by Chippingin and becomes binding on the Users as soon as they are informed of it by any means whatsoever.

Each contribution is credited to the payment account associated with the Fund.

The Organiser will be informed by email each time a new contribution is made.

By making a contribution, the participant gives a mandate to the Organiser to use all or part of the amount of his/her contribution in order to fund the gift/event envisaged by the Fund.

The participants and the Organiser are personally responsible for their reciprocal relationships.

## Suspension or cancellation of the Fund and account

### Suspension

The Fund and the associated payment account may be suspended at any time in the event that any of the provisions of this document have been violated, if there is a risk of fraud or in the event of a violation of the legislation concerning the fight against money laundering and the financing of terrorism or any other legislation applicable to it.

The Fund and the associated payment account will also be suspended as long as Chippingin have not received the information and supporting documents requested.

### Cancellation

A Fund may be cancelled on the initiative of Chippingin or the Organiser in the following circumstances:

- Before the first payment transaction has been made, the Organiser may notify Chippingin that the creation of the Fund has been cancelled. His/her cancellation request must be sent by email to Customer Support at the following address: [support@chippingin.co.uk](mailto:support@chippingin.co.uk) The Organiser is informed that the request to cancel the Fund also implies a request to close his/her payment account. This closure does not, however, entail the automatic closure of the profile belonging to the Organiser.

In every case in which a Fund is cancelled, Chippingin gives notice of the cancellation to all of the Participants concerned via the website and Chippingin closes the payment account associated with the fund. Each contribution will, where applicable, lead to the Participants being reimbursed for the amount of their respective contribution on the date on which the Participants were informed of the cancellation, less the various fees due to Chippingin.

#### **Reimbursement of contributions**

The participant may be reimbursed for his/her contribution, in accordance with the terms defined by the Contract, in the event that the Contract is terminated, if the Fund is cancelled for any reason whatsoever (cancellation by the Organiser, death of the Organiser or the Beneficiary according to the terms and conditions, fraud, prohibited activity, etc.). In the event that the Participant exercises his/her right to withdraw, to cancel the Fund or terminate the Contract, the Organiser expressly agrees that the contributions will be debited from the payment account and reimbursed to each of

the participants. The Organiser authorises Chippingin to implement the contribution reimbursements from its payment account and entirely at its own responsibility. On expiry of a period of thirteen (13) months from the date on which the contribution was made, the contribution in question cannot be reimbursed.

#### **Withdrawal by a participant**

All payments from participants into a Fund are final and non-refundable. If a Participant had paid into a Fund in error, they can request for a refund for all or part of the amount. It is at Chippingin's discretion to refund the participant.

#### **Termination of the Contract**

In the event that the Contract concluded with the Organiser is terminated, termination will, where applicable, entail the reimbursement to each Fund Participant of the amount of their particular contribution, less any fees due and rendered immediately payable owing to the termination of the Contract.

## **Terms and conditions of use of a Fund**

#### **General Principles**

The organiser is responsible for using the Fund within the framework of the mandate attributed to him/her by the Participants when they paid their contributions. As such, the Organiser may use the amount of the Fund for the purposes of:

- Funding the purchase of a product from a partner for the benefit of the Beneficiary;
- Paying the Fund into their own bank account, for the sole purpose of funding the gift/event specified when the Fund was created.

#### **Purchases**

The Organiser may use the website to access any of the websites or sales areas belonging to the partners in order to make one or more product purchases in accordance with the mandate given by the Participants for the purposes of realising the stated objective and/or event.

When the amount of the Fund is lower than the price of the product that he/she wishes to purchase, the Organiser may, in a personal capacity, pay the additional cost required to implement the

transaction. In order to do this, he/she must pay off the remainder of the price required using one of the available means of payment. Conversely, if there is a residual amount remaining in the payment account associated with the Fund, after the product has been purchased, the latter may lead, following a decision taken by the Organiser, to:

- A new purchase;
- A withdrawal;

The Organiser, acting as the purchaser of the product, is obliged, at his/her own responsibility, to provide all of the information required for the performance of the purchase contract (including in particular the place of delivery) requested by the partner.

The Organiser is, where applicable, holder of the guarantees associated with the product as well as any rights and shares relating to the purchase of the latter (including in particular the right of withdrawal), without holding Chippingin to any form of obligation or guarantee

### **Withdrawal**

The Organiser may decide to withdraw all or part of a Fund, by making his/her withdrawal request via the website.

The withdrawal must be requested for the benefit of the bank account opened in the name of the organiser in the records of a bank whose registered headquarters is located

### **CHIPPINGIN SOFTWARE TERMS**

In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with Chippingin Services (the "Chippingin Software").

Use of the Chippingin Software. No Reverse Engineering. Unless explicitly permitted under applicable mandatory law, you may not, and you will not encourage, assist or authorise any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Chippingin Software, whether in whole or in part, or create any derivative works from or of the Chippingin Software. You may not use the Chippingin Software for any illegal purpose. We may cease providing any Chippingin Software and we may terminate your right to use any Chippingin Software at any time. Your rights to use the Chippingin Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service Terms. When you use the Chippingin Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties. Updates. In order to keep the Chippingin Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

within the European Economic Area or in a third country imposing equivalent obligations, with regard to the fight against money laundering and the funding of terrorism, to those established by the European Union. For this purpose, the Organiser must provide the IBAN number and SWIFT code of their bank account. Any errors made in relation to the IBAN number and SWIFT code are the sole responsibility of the Organiser.

The Organiser also agrees to provide the following information and/or documents relating to his/her withdrawal request:

- Identity;
- Date of birth;
- Nationality;
- Postal address;
- Email address;
- Any supporting documents required by Chippingin.

The withdrawal and use of the corresponding funds are performed under the exclusive responsibility of the Organiser who commits him/herself to complying with the mandate given to him/her by the Fund Participants. Chippingin reserves the right to request from the Organiser any supporting document relating in particular, but not exclusively, to the use of the funds in relation to the gift/event declared when the Fund was created prior to authorising the withdrawal.