

THESE TERMS AND CONDITIONS ("**TERMS**") SET OUT THE TERMS ON WHICH THE SOCIAL CHANGE NEST ("**SCN**", "**US**", "**WE**", "**OUR**") PROVIDE YOU ("**YOU**", "**YOUR**") WITH THE SERVICES INDICATED HEREUNDER. PLEASE READ THESE TERMS CAREFULLY AND ENSURE THAT YOU HAVE UNDERSTOOD THEM. BY CLICKING ON THE BUTTON MARKED "**ACCEPT**" YOU WARRANT THAT YOU UNDERSTAND AND ACCEPT THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ACTING AS AN EMPLOYEE, YOU WARRANT THAT YOU ARE AUTHORISED TO ENTER INTO LEGALLY BINDING CONTRACTS ON BEHALF OF YOUR EMPLOYER ORGANISATION. THE SAME RIGHTS, LIMITATIONS AND RESTRICTIONS APPLY TO YOUR EMPLOYER. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE AS IF THEY WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOUR EMPLOYER. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CEASE USE OF THE SERVICES IMMEDIATELY.

1. INFORMATION ABOUT THE SOCIAL CHANGE NEST

- 1.1 **Who we are.** For the purposes of these Terms, we are The Social Change Nest CIC with registered address at All Saints Church Hall, Carnegie Street, London, England, N1 9QW, and registered company number of 12611737.

2. INTRODUCTION

- 2.1 We act as a fiscal host, which means we facilitate payment of financial contributions ("**Contributed Funds**") made by contributors ("**Financial Contributors**") for the benefit of certain organisations or groups with a shared purpose (a "**Collective**").
- 2.2 These Terms cover our rights and obligations in relation to registered and unregistered Collectives. In relation to a registered Collective (e.g. a community interest company, limited company or registered charity), a reference to "you", "your" or "Collective" refers to the registered Collective organisation. In relation to an unregistered Collective, a reference to "you" or "your" is to the individual who accepted these Terms and you understand that you are personally responsible for your actions and the actions of the Collective you are representing.
- 2.3 We use the Open Collective Inc's platform ("**Platform**"), in relation to our involvement as a fiscal host for the Collective. The Collective will be allocated a page within the Platform, which is used as a means of promoting transparency and allows you to track incoming and outgoing Contributed Funds for the benefit of the Collective ("**Platform Page**"). Further information regarding the Open Collective and its Platform can be found at <https://opencollective.com/>.
- 2.4 As a fiscal host, we rely on your instructions regarding the use of Contributed Funds held by us on behalf of the Collective.
- 2.5 Members of the Collective may submit requests to us via the Platform Page for payment of expenses they have actually incurred in support of the Collective (an "**Expense**").

3. ELIGIBILITY

3.1 What we require from you. In order to appoint us as a fiscal host on behalf of the Collective, you must be:

3.1.1 where you are an individual, eighteen (18) years old or over;

3.1.2 legally capable of entering into binding contracts; and

3.1.3 not in any way prohibited by the applicable law in the jurisdiction which you are currently located to enter into these Terms.

3.2 Promises you make to us. You hereby warrant that:

3.2.1 the information relating to the mission and purpose of the Collective as described on the Platform, the Collective's website and/or other social media platforms is true and accurate;

3.2.2 you have a current and valid account to use the Platform;

3.2.3 you have appointed a collective administrator with authority to approve the use of Contributed Funds from time to time on behalf of the Collective ("**Collective Administrator**");

3.2.4 where you are an individual, you are a Collective Administrator.

3.3 Accuracy of information you provide to us. You hereby warrant that all information provided by you is true, accurate and correct. You further warrant that you shall promptly notify us in the event of any changes to such information provided.

3.4 Changes to the Collective's mission/purpose. You must notify us immediately if the mission and/or purpose of the Collective changes for any reason.

3.5 Changes to Collective Administrators. You must notify us immediately of any changes to Collective Administrators, including where applicable, if you cease to be a Collective Administrator.

4. RECEIPT AND PAYMENT OF COLLECTIVE FUNDS

4.1 What we do. As a facilitator of Contributed Funds, we agree to:

4.1.1 assist you in the set up and management of the Collective's Platform Page;

4.1.2 receive and hold Contributed Funds on behalf of the Collective, and

4.1.3 pay any such Contributed Funds (including any Expenses) to the Collective in accordance with your or your appointed Collective Administrators' instructions, together the "**Services**", subject to the remainder of these Terms and to you providing us with any information reasonably required for us to do so.

4.2 The Collective's expenses policy. Prior to commencing provision of the Services, you shall ensure that the Collective's expenses policy complies with the "SCN expenses guidance" and is made available for viewing on the Platform Page. We will make available a copy of the guidance on your written request. We reserve the right to refuse provision of the Services or suspend the Services without notice to you if the Collective's expenses policy is not available on the Platform Page or it does not comply with the SCN expenses guidance.

4.3 Additional administrators. In order for us to provide you with the Services, you must provide us with the name, e-mail address and phone number of at least one additional Collective Administrators. You understand that we will act on the instructions of any Collective Administrators nominated by you for payment of Contributed Funds, so it's important that these individuals are known to you. There is no limit to the number of Collective Administrators that are appointed for the Collective, but you need to identify a minimum of two to us. You shall notify us immediately in the event of a change to a Collective Administrator you have previously identified to us and of their replacement.

4.4 You are responsible for additional Collective Administrators. You shall ensure all Collective Administrators comply with the relevant obligations under these Terms. You will be responsible for a breach of these Terms by a Collective Administrator as if it were a breach by you.

4.5 We rely on you to approve Expenses. Payment of Contributed Funds (including in relation to any submitted Expense) is subject to us receiving express approval of the Expense from a Collective Administrator through the Platform. We may assume from the approval given by a Collective Administrator that all the requirements of the Platform, of any Financial Contributor, of the Collective and any applicable law necessary for payment of an Expense have been met. We shall not be responsible for verifying that any such requirements have been met.

4.6 Payments of Contributed Funds made through the Platform are subject to the Open Collective's terms and conditions, as may be found on <https://opencollective.com>.

4.7 What we are not responsible for. You acknowledge and agree that we shall have no responsibility or liability whatsoever in relation to:

4.7.1 the Collective's use of any Contributed Funds;

4.7.2 any agreements or arrangements between you and Financial Contributors with

respect to any element of the Contributed Funds;

4.7.3 ensuring Contributed Funds are used solely for the purpose as set out by you at the time when the relevant donation was made;

4.7.4 your action or inaction including, but not limited to, any misuse of Collective Funds whatsoever;

4.7.5 any internal disputes;

4.7.6 any breach by you, including any individuals associated with or acting on behalf of the Collective, of any applicable laws;

4.7.7 your management and maintenance of the Collective's respective web page via the Platform.

5. TRANSACTION FEES

5.1 Our use of third-party payment providers. We use a third-party payment services provider for the receipt of Contributed Funds via debit or credit card. All such transactions related to Contributed Funds are subject to a charge by the third-party payment services provider, as notified to you from time to time.

5.2 All transactions will be processed in Euros. In the event of currency conversion, where possible, the exchange rate and any associated conversion fees will be communicated clearly to you prior to completing any transaction. We will make reasonable efforts to provide this information, but please note that external factors beyond our control may impact the timing and accuracy of such details.

5.3 Fees may be payable to Open Collective. Contributed Funds made to us via the Platform may be subject to an additional Platform fee charged by the Open Collective Inc. Any Platform fee payable is deducted at the time that Contributed Funds are made to us. Therefore, the amount we receive from a Financial Contributor and record on the Platform Page may be less than the original contribution. Any Platform fee chargeable is as specified on the Open Collective website from time to time. We update the Platform Page accordingly to record Contributed Funds received (less any applicable fees).

5.4 We reserve the right to charge you transaction fees on Contributed Funds paid to the Collective on notice to you.

5.5 We can introduce a host fee on notice to you. We reserve the right to charge you a fixed monthly hosting fee to provide the Services ("**Host Fee**"). Our invoice for the Host Fee will be recorded on the Platform Page and will be deducted from Contributed Funds held by us. We will give you reasonable notice of our intention to start charging a Host Fee. If you do not want to incur a Host Fee, you may terminate these Terms with us at any time on notice to us, provided we receive your notice to terminate before the date from which the Host Fee

is to take effect.

6. TERMINATION

6.1 Our rights to terminate or suspend. We may suspend or terminate all or part of these Terms immediately on notice to you in the event that:

6.1.1 you fail to comply with one or more of these Terms, commit fraud or otherwise act dishonestly;

6.1.2 the mission and/or purpose of the Collective changes;

6.1.3 there are no appointed Collective Administrators or where you are an individual, you cease being a Collective Administrator;

6.1.4 where you are an individual, you are declared bankrupt or convicted of a criminal offence;

6.1.5 you become insolvent, or are subject to an order or a resolution for liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or have an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of your assets;

6.1.6 the Collective is dissolved, ceases operations and/or is otherwise terminated;

6.1.7 your right to use the Platform is terminated for any reason; or

6.1.8 we believe that you have provided us with any false, inaccurate or misleading information.

6.2 Your rights to terminate. You may terminate these Terms immediately on notice to us in the event that we fail to comply with one or more of these Terms and do not remedy this within 30 days of being notified of a fault.

6.3 Terminating these Terms for convenience. Either you or us may terminate these Terms by providing the other with at least 90 days' written notice. In such a case and where the Collective continues to be operational, if there remains an outstanding balance of Contributed Funds held by us with respect to that particular Collective ("**Residue Funds**"), we shall handle such Residue Funds in accordance with your instructions. We will not check the transfer details provided by you. You are solely responsible for ensuring that the relevant transfer details sent to us are correct.

6.4 Terminating these Terms for breach. Where we have terminated these Terms because you have failed to comply with them, Residue Funds will be held by us pending an investigation into your actions leading to the breach. Depending on the outcome of the investigation, we

may either continue dealing with the Residue Funds (which may be through an alternative Collective Administrator) or transfer the Residue Funds in accordance with your instructions (or that of another Collective Administrator for the Collective, where applicable). We reserve the right to refer a matter to the police in instances where we suspect fraud or other criminal activity.

6.5 On termination or expiry of these Terms (or any part thereof) for any reason we will promptly cease all receipt and distribution of Contributed Funds, save that we may deduct any Host Fees due to us from Contributed Funds.

6.6 **Dissolution of the Collective.** In the event that the Collective is dissolved, terminated or otherwise ceases operations, we shall handle any such Residue Funds in compliance with any applicable laws and distribute the Residue Funds across all our then current active collectives we host at the time.

6.7 **Collective inactivity.** If the Collective remains inactive on the Platform (i.e. no Expenses have been submitted and no new Contributed Funds have been received for a period of 6 months), we will notify you or your other nominated Collective Administrators. If we do not receive a response from you or your Collective Administrators within 12 weeks from the date of our notification, we reserve the right to terminate these Terms without notice to you and the Collective will be deemed to have ceased operations. Any remaining Contributed Funds will be distributed in accordance with clause 6.6 above.

7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

7.1 **We are responsible to you for foreseeable loss and damage caused by us.** We are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms or our failing to use reasonable care and skill (i.e. negligence). Loss or damage is foreseeable if either it is obvious consequence of our breach or if, at the time you accepted these Terms, both we and you knew it might happen.

7.2 Clause 7.1, 7.3, 7.4 and 7.5 does not exclude or limit in any way our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

7.3 **We are not responsible for any loss or damage that is not foreseeable.**

7.4 **Our maximum aggregate liability to you.** If you suffer loss or damage that is a foreseeable result of our breaching these Terms, our failing to use reasonable care and skill or otherwise, the maximum amount you may claim from us shall be limited to the higher of: (i) the aggregate total of the Host Fees and/or transaction fees paid by you to us under these Terms; and (ii) £100 (one hundred pounds sterling).

7.5 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time.

7.6 We may withhold the release of Contributed Funds in the event that we have reasonable grounds to suspect any of the following: fraud, fraudulent misrepresentation, negligence, criminal or other illegal activity and/or any misuse of Contributed Funds.

8. HOW WE MAY USE YOUR PERSONAL DATA

8.1 We will only use personal data you send to us as set out in our Privacy Policy. Our Privacy Policy outlines how we process your personal data in compliance with the UK General Data Protection Regulation (GDPR) and any other applicable data protection laws.

9. EVENTS BEYOND OUR REASONABLE CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.

9.2 **What We mean by an Event Outside Our Control.** An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

9.3.1 we will contact you as soon as reasonably possible to notify you; and

9.3.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

10. REGULATED ACTIVITIES AND LEGAL COMPLIANCE

10.1 **Definition of Regulated Activity** - For the purposes of these Terms, "Regulated Activity" refers to any activity conducted by the Client that may trigger regulatory, registration, or reporting obligations under applicable laws, including, but not limited to, the following:

10.1.1 Political campaigning or public communications subject to election law;

10.1.2 Financial services, fund management, or grant-making regulated under the Financial Services and Markets Act 2000 (or any equivalent regulations in the Client's jurisdiction);

10.1.3 Activities falling within the scope of anti-money laundering (AML), counter-terrorist financing (CTF), or data protection law (including but not limited to GDPR or similar local regulations);

10.1.4 Fundraising, employment, or other regulated charity operations;

10.1.5 Any other activities subject to legal oversight based on the Client's geographical location or operations.

10.2 Responsibility for Compliance with Applicable Laws - The Client acknowledges and agrees that they are solely responsible for ensuring that any activities they undertake, whether directly or through third parties, comply with all relevant Regulated Activity requirements, including but not limited to any election laws, political campaigning regulations, and reporting obligations under applicable laws. The Client is solely responsible for determining whether any activity they conduct falls within the scope of Regulated Activity and for ensuring that all legal obligations are met in the jurisdictions where they operate.

11. OTHER GENERAL TERMS

11.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. In such event, any Residue Funds will be transferred to an account under the transferee's control.

11.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

11.3 Nobody else has any rights under these Terms. These Terms are between you and us. No other person shall have any rights to enforce any of these Terms.

11.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.5 Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

11.6 Entire Agreement. These Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

11.7 Which laws apply to these Terms and where you may bring legal proceedings. Any dispute or claim arising out of or in connection with these Terms between us or its subject

matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

- 11.8 Notwithstanding the above, if you are a Consumer and reside in any jurisdiction where consumer protection laws provide the right to bring legal proceedings in your country of residence, you may bring such legal proceedings in that jurisdiction.