

## TERMS FOR REGISTERED CHARITIES, ORGANISATIONS AND GROUPS

1. These Terms apply to all Singapore registered charities, organisations and groups which set up a Giving.sg account ("Applicant"), in addition to the General Terms of Use.
2. NVPC may, in its absolute discretion, approve or reject an application for a Giving.sg account. Applicants shall furnish all required information via Giving.sg directly and shall also submit the following forms where applicable:
  - a. Registered charities shall submit a [Direct Credit Authorisation Form](#).
  - b. Other registered organisations including government bodies, educational institutions, companies, registered societies and associations shall submit a [Letter of Authorisation](#).
  - c. Ground-up groups shall submit an [Interview Form](#).
3. Any information provided by the Applicant on Giving.sg may be reproduced, modified or displayed in whole or in part by NVPC on any other platform, app or website owned, operated or licensed by NVPC, for purposes of promoting volunteerism and philanthropy.
4. The Applicant has no right to assign or transfer any of its rights hereunder and shall remain fully liable for all its obligations, and for the due performance thereof.
5. The Applicant and NVPC shall not be deemed to be a partner or agent of the other nor shall anything herein, in particular the disbursement of the funds by NVPC be construed as creating a partnership, joint association, trust or collaboration and the Applicant agrees that it shall not represent, make any commitment or bind NVPC to third parties in any way.
6. The Applicant will:
  - a. Subject to Clause 6b, use Giving.sg solely for the following purposes:
    - i. If it is an organisation or group without registered charity status in Singapore: To recruit volunteers for volunteering activities and/or to raise funds for a registered charity or an Institution of a Public Character ("IPC") only; and
    - ii. If it is either a registered charity or an IPC: To raise funds and/or recruit volunteers for volunteering activities;
  - b. Not use Giving.sg to raise funds or recruit volunteers for religious or political causes or purposes;
  - c. Not provide, facilitate or otherwise allow the provision of any incentives to donors when raising funds;
  - d. Not use Giving.sg for any commercial purpose;
  - e. Keep confidential information relating to access to Giving.sg, including but not limited to user name and password;
  - f. Be solely responsible for any and all use of the Giving.sg account under Applicant's user name and/or password and not sell, transfer or allow any other party to use the account. Without prejudice to the generality of the foregoing, Applicant will notify NVPC immediately if unauthorised use of password and/or account is suspected;
  - g. Ensure that all equipment used to access Giving.sg are well maintained and free from computer viruses and programs of any kind which may cause harm or damage, including but not limited to use of updated anti-virus programs to prevent such equipment from acquiring and transmitting such viruses or programs;
  - h. Be responsible for a bank account in Singapore to receive online donations;
  - i. Thank donors and/or acknowledge donations received, where donor information has been provided;
  - j. Where Applicant is an IPC, issue tax deductible receipts for donations made by donors if requested by donors and submit donors' particulars to IRAS for tax deduction;

- k. Where personal data about a donor or volunteer is known to the Applicant, as defined under the Personal Data Protection Act 2012 ("Personal Data"), Applicant shall provide protection of such Personal Data in accordance with the Act;
  - l. Conduct due diligence checks on its donors, as needed, in accordance with the guidance provided by the Commissioner of Charities
  - m. Be responsible for presenting true and updated information about the Applicant, its programmes, its use of donations and other information material to donors and volunteers in Giving.sg. Without prejudice to the generality of the foregoing, Applicant shall inform NVPC immediately in writing if there are changes to the former's charity and/or IPC status;
  - n. Be accountable for donations received through Giving.sg, including but not limited to enquiries from donors regarding Applicant's programmes, financial information and use of funds;
  - o. Maintain a link to Giving.sg on Applicant's website if this exists;
  - p. Be solely responsible for reviewing the background and qualifications of potential volunteers when assessing their suitability for any volunteer activity;
  - q. Comply with all laws and regulations including but not limited to those regarding fundraising and personal data protection; and
  - r. Use best efforts to ensure the safety and well-being of its volunteers.
  - s. Be entirely responsible for all data, text, software, music, sound, photographs, graphics, images, videos, messages or other materials transmitted, uploaded or posted on the Applicant's Giving.sg page ("User Generated Content");
  - t. Be responsible for ensuring that it has the rights to transmit, upload or post all User Generated Content on Giving.sg, including, but not limited to, any copyright to images or music, and the right to publish the images of the people or items included in the content;
  - u. In posting User Generated Content, not misrepresent itself or use brands/logos/names to impersonate any other party, or misrepresent its identity or affiliation with any party;
  - v. Not engage in or assist or encourage others to engage in transmitting, uploading, posting, e-mailing or otherwise making available on Giving.sg User Generated Content that is, or which encourages activity or conduct that is, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; is known or ought reasonably to be known by the Applicant to be false, inaccurate or misleading; or infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary rights of any party; and
  - w. Acknowledge that NVPC has the right - though not the obligation - in its sole discretion to refuse to post or remove any User Generated Content and it reserves the right to change, condense, edit, modify, transmit, display, or delete any User Generated Content without prior notice to the Applicant and the Applicant waives any rights it has in having the material altered or changed in a manner not agreeable to the Applicant. NVPC reserves the right to terminate access to Giving.sg without prior notice to any Applicant who violates these terms or infringes the rights of others.
7. NVPC has obtained the consent of donors/volunteers to disclose their Personal Data to the Applicants only to allow the Applicants to process and administer the donation or volunteer activity. Applicants shall not use such Personal Data for any other purpose (including without limitation, sending marketing materials to the donors/volunteers) without first seeking express consent from the donors/volunteers.

## **PAYMENTS**

8. Registered charities shall pay the following except where waived by NVPC:
- a. Transaction fee: 1.8 % of donations received; plus prevailing GST on transaction fee.

9. NVPC shall disburse donations received less all relevant transaction fees to registered charities weekly and the charity shall notify NVPC in writing of any error or omission within 14 calendar days of the disbursement date, failing which NVPC's record of donations received shall be final and binding on the charity.
10. All donations received through fundraising campaigns will be disbursed to the relevant beneficiary charity regardless of whether the campaign has met, failed to meet or exceeded its fundraising target.

## **GENERAL**

11. Personal Data provided on Giving.sg by Applicant shall be subject to the [NVPC Privacy Notice](#).
12. NVPC reserves the right, at its sole discretion, to vary the above terms from time to time and all changes will be posted on this page.
13. Use and/or continued use of Giving.sg constitutes agreement by the Applicant to be bound by the terms and conditions, which may change from time to time. If you do not agree to these terms, please do not use Giving.sg.
14. NVPC reserves the right to terminate access to Giving.sg or delete any Giving.sg account if the account owner is in breach of any of these and other applicable Terms.
15. These Terms shall be governed by the laws of the Republic of Singapore.

Last Updated: July 2024