

## TERMS FOR NON PROFIT ORGANISATIONS

1. NVPC approval for a Giving.sg account, if given, will be on the basis of the information furnished or purported to be furnished in the application form by the organisation named in the form (“**Applicant**”) and any other information subsequently furnished or purported to be furnished relating to the use of Giving.sg, whether directly to NVPC or via Giving.sg.
2. 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.
3. 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.
4. The Applicant will:
  - a. Use Giving.sg solely for the following purposes:
    - i. If it is a non-profit organisation registered in Singapore: To recruit volunteers for fundraising activities; and
    - ii. If it is either a registered charity or an Institution of a Public Character (“**IPC**”), with the exclusion of religious and politically-affiliated charities: To raise funds;
  - b. The Applicant may not use Giving.sg for any commercial purpose;
  - c. Keep confidential information relating to access to Giving.sg, including but not limited to user name and password;
  - d. 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, and will be responsible for and not dispute any unauthorised transaction;
  - e. Ensure that computer and other 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;
  - f. Be responsible for a bank account in Singapore to receive online donations;
  - g. Thank donors and/or acknowledge donations received, where donor information has been provided;
  - h. 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
  - i. Where Personal Data about a donor is known to the Applicant, as defined under the Personal Data Protection Act 2012 (No. 26 of 2013), Applicant shall provide protection of such Personal Data at least according to the standard as required by the Act.
  - j. Be responsible for true and updated information about the Applicant, its programmes, its use of donations and other information material to donors 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;
  - k. 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;



- l. Maintain a link to Giving.sg on Applicant's website if this exists;
  - m. Make timely payments to NVPC and other parties (see "Payments" below);
  - n. and
  - o. Comply with all laws and regulations including but not limited to those regarding fundraising and personal data protection.
5. NVPC shall release all necessary information where required by the authorities.
6. Applicant shall be invoiced by NVPC every 3 months and all transactions shall be reflected in the Applicant's online Giving.sg account statement. Applicant agrees that NVPC has the right to make adjustments to the statements if there is any error or omission therein. Applicant agrees that if it does not object in writing to the contents of the statement within 15 calendar days of each transaction date, it shall be deemed to have accepted the accuracy of the statement. Giving.sg's record of all transactions shall be conclusive and binding on the Applicant.

## **PAYMENTS**

7. Applicant agrees to pay the following except where waived by NVPC:
  - a. Annual subscription fee of up to \$200: waived by NVPC until further notice;
  - b. Transaction fee: 1.5% of donation transactions; plus prevailing GST on transaction fee.  
Note: The transaction fees have been reduced from 3% to 1.5% with effect from 1<sup>st</sup> April 2016 till 31<sup>st</sup> March 2018.
  - c. Third party charges: including but not limited to GST, bank, credit card, payment service provider charges, telecommunication and internet service provider charges. NVPC shall bear the cost of bank, credit card, payment service provider charges until further notice or until any third party fees increase, whichever is earlier, whereupon NVPC has the right at its sole discretion to revise fees payable by the Applicant.
8. Any payment made to NVPC is not refundable.
9. Fees shall be payable when due. Fees owed shall be recoverable as a debt due from the Applicant to NVPC.

## **GENERAL**

10. Personal Data, as defined by the Personal Data Protection Act 2012 (No. 26 of 2013), provided on Giving.sg by Applicant shall be subject to the [NVPC Privacy Policy](#).
11. 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.
12. 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.

Dated: April 2016