

Be Collective Europe

General Terms

be collective[®]

becollective.com

GENERAL TERMS

Effective Date of this version: 15 May 2023

1. Introduction to these General Terms and Conditions

1.1. What these General Terms and Conditions are, and why you should read them

- 1.1.1. **What the Be Collective platform is.** The UK Be Collective platform, the home page for which is at www.uk.becollective.com (the "Platform") is a digital gateway intended to enable volunteers to help their communities and realise positive social impact, by connecting volunteers with volunteering opportunities and groups, and enabling them to keep a record of their volunteering activities; and by helping groups to run events, manage volunteers and engage new audiences. The functionality that we provide on the Platform is referred to as the "Services".
- 1.1.2. **What these General Terms and Conditions are, and why you should read them.** These General Terms and Conditions (the "Terms") are the terms and conditions on which we permit you to use the Platform. Please read the Terms carefully before you proceed to use the Platform: they tell you who we are, how you may and may not use the Platform, how you and we may change or end our contractual relationship, what to do if there is a problem and other important information. By clicking or tapping on the "sign up" check box, you are confirming your acceptance of the Terms as a user, in relation to all use that you make of the platform, from the time you start your use until you cease using the platform. If you think that there is a mistake in the Terms, please contact us.
- 1.1.3. **Users, Members and Groups.** Anyone who registers for an account on the Platform is a "User". In some areas of these Terms, Users will have different rights depending on whether they are using the Platform:
- (a) as an individual who is looking for opportunities on their own account to support groups (like a volunteer or a donor) (a "Member"); or
 - (b) as someone who is using the Platform on behalf of a charity, school or other educational institution, government entity or any other organisation or entity that is not an individual, that wishes to seek or manage volunteers via the Platform (a "Group").
- 1.1.4. Provisions that are specific to either Members or Groups are clearly indicated in these Terms. If no such indication is given in relation to a particular provision, then that provision applies to all Users (i.e. both members and groups).
- 1.1.5. **Special provision applicable to Groups.** If you are signing up the Platform on behalf of a Group, you are representing to Be Collective that you are authorised to do so on behalf of that organisation. This includes any entities in your organisation's corporate group (meaning your own organisation, together with any subsidiary or holding company from time to time, and any subsidiary from time to time of a holding company of your organisation, as the terms "holding company" and "subsidiary" are defined in section 1159 of the Companies Act 2006) if you have also specifically subscribed for those related entities in your registration details. In such cases, the terms, "you" and "your" and similar terms will refer to the named organisation and, if you have also subscribed for other entities, also refers to those other entities.
- 1.1.6. **Solution Services Agreements.** If you are signing up the Platform on behalf of a Group, then additional terms may apply to you as set out in a separate Solution Services Agreement. In such cases, the Solution Services Agreement applies to you in addition to these General Terms which are to be read as one and the same document. In the event of any conflict or ambiguity, the Solution Services Agreement will prevail.

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1.1.7. **Free and paid-for access.** Be Collective has three plans for access to the Platform and use of the Services, each designed to address the needs (and budgets) of different stakeholders. These are described in more detail on the Platform, but their high-level description is as follows:

- (a) Be Collective Standard: this is our standard offering aimed at smaller Groups, which allows access to the Platform (and our standard suite of tools) and use of the Services free of charge.
- (b) Be Collective Plus: this is an enhanced offering, aimed at medium-sized Groups which may need to use certain additional features to better manage volunteer programs. This is a paid-for subscription service, the pricing for which is set out on the Be Collective website.
- (c) Be Collective Pro: this is our premium offering, aimed at larger Groups that require more functionality, customisation, innovative engagement and evidence-based reporting. This is a bespoke and paid-for subscription service, require a customised implementation plan, the pricing for which is agreed on a case-by-case basis according to the Group's requirements, and subject to formal agreement of the implementation arrangements under a Solution Services Agreement.

The provisions set out in these Terms apply to all Be Collective Users, save where certain provisions are stated to apply solely to specific access plans.

2. Who we are and how to contact us

2.1. Who we are

2.1.1. We are Be Collective Europe Limited, a company registered in England and Wales. Our company registration number is 11971648 and our registered office is at 2 Chestnut Road, Kingston Upon Thames, England, KT2 5AP. Our registered VAT number is 332 4754 11.

2.2. How to contact us, and how we may contact you

- 2.2.1. You can contact us by emailing our Stakeholder Development Team at hello@becollective.com.
- 2.2.2. If we have to contact any User, we will do so by telephone or by writing to the User at the email address or postal address provided to us by the User when registering on the Platform (or at any such address subsequently updated by the User).
- 2.2.3. When we use the words "writing" or "written" in these Terms, this includes email.

3. Licences

3.1. Be Collective's licence to you

3.1.1. Subject to these Terms, Be Collective grants the User a limited, non-exclusive, non-transferable licence, without the right to sublicense, to remotely access and use the Platform and the Services. Such use is strictly for the benefit of the specific User and not anyone else, and is only for screen access to input and retrieve data.

3.2. Your license to us

3.2.1. Users that are Groups grant to Be Collective a limited, non-exclusive, non-transferable licence, without the right to sublicense, to use the Group's URL address and link to the Group's website for the purposes of connecting other Users with the Group as potential volunteers or donors; and if you are a third party organisation offering facilities or resources for use by volunteers or organisations, for the purposes of advertising the availability of those facilities and resources.

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- 3.2.2. Users that are individual Members grant to Be Collective a limited, non-exclusive, non-transferable licence, without the right to sublicense, to reproduce the information (including personal data) that they provide on the Platform, and to permit other Users access to such information for the purposes of providing the Services. If you have given permission to other Users to access and view your Social Record, the licence you have granted extends to allowing that access to the Users you have nominated and continues until such time as you revoke that permission by updating your registration details.

4. User accounts and related obligations

4.1. Your account, and your User ID and password

- 4.1.1. All Users (other than visitors to the Platform who do not wish to make use of the Services) must set up an account in the Platform (the "Account"), with a unique User ID and password.
- 4.1.2. User IDs and passwords must be kept secret. The User is solely responsible for any activities or actions undertaken using their Account, whether or not such activities or actions have been authorised by the User.
- 4.1.3. If you are a User who has registered on the Platform via your employer or educational institution, you should note that your employer or educational institution will have visibility of relevant activity that you undertake on the Platform.
- 4.1.4. You must immediately notify Be Collective upon becoming aware of any unauthorised use of your Account; any loss, disclosure or misuse of your User ID or password; and any actual or suspected security breach affecting the Platform.

4.2. Keeping your details accurate

- 4.2.1. It is the responsibility of each User to ensure that all information they provide on the Platform is complete, true and accurate. The User accordingly warrants to Be Collective that all the registration information provided when they set up their Account is complete, true and accurate in all respects at the time of setting up the Account, and undertakes to maintain and promptly update all such information to keep it complete, true and accurate at all times.
- 4.2.2. Be Collective reserves the right to decline your registration or to cancel your Account if the information you provide transpires to be false or misleading in any way.

4.3. Remember to backup

- 4.3.1. Users should take regular back-ups of their own data, including printing off or otherwise making a permanent record of such data whenever they update it on the Platform.
- 4.3.2. To the extent permitted by applicable law, Be Collective will not be liable for any failure to store, or for loss or corruption of, data that is stored on the Platform; and in the event that it is held to be liable, Be Collective's liability is limited to restoration of the most recent version of such data that Be Collective has backed up.

4.4. Donations

- 4.4.1. Users may make donations to organisations that are listed on the Platform, by following the link to the relevant donee's website. Users make the donation directly to the donee's own bank account, via the donee's website. No money is passed through Be Collective.

5. Principal User Obligations

5.1. Third party services

- 5.1.1. Users must establish and maintain, at their own expense, all telecommunications equipment and internet access necessary to gain access to the Platform and the Services.
- 5.1.2. [Users acknowledge that Be Collective does not have any responsibility or liability with regard to any third party services used by you that are accessed through the Platform, and that use of any such third party services will be at the User's own risk.
- 5.1.3. While Be Collective will use reasonable endeavours to maintain compatibility between the Platform and third party services, Be Collective is not responsible for any incompatibility between the Platform and any third party services.

5.2. Acceptable use obligations

- 5.2.1. When you are using the Platform and the Services you must not:
 - (a) share your password or User ID, let anyone else access your Account, or do anything that might jeopardise the security of your Account (and you accept responsibility for any misuse of the Platform or Service by any third party who accesses it using your User ID);
 - (b) cause harm or damage to the Platform or the Services, or to the systems or services of any of our suppliers;
 - (c) upload, post, email, transmit or otherwise make available or initiate any material that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Platform or the Services, or that may impact the ability of any other user to access the Platform or the Services;
 - (d) post pornographic, hateful, racist, sexist, abusive, obscene, discriminatory, offensive or threatening materials, encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes, to publish falsehoods, misrepresentations, or misleading statements or to impersonate someone;
 - (e) stalk, bully or harass any person;
 - (f) commit, cause or allow any breach (or do anything which might put Be Collective in breach) of any law, regulation, government direction or industry standard or code;
 - (g) infringe any person's rights (including committing defamation or infringing a person's intellectual property rights, stealing a person's identity or revealing a third party's personal data (unless you have their express permission to do so));
 - (h) publish or send bulk messages or unsolicited emails;
 - (i) access or attempt to access the Platform by any means other than through the portals or interfaces provided by Be Collective;
 - (j) override or attempt to override any security measure on the Platform;
 - (k) do anything that directly or indirectly interferes with the proper working of the Platform, or places an unreasonable load on the Platform or the Services.

5.3. Applications for Volunteer positions

- 5.3.1. The details recorded on the Platform by Users will be utilised and provided to volunteer organisations that advertise volunteer positions for which the User applies. The information you will be asked to

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provide concerns your qualifications, work experience, (where applicable) whether or not you have completed the necessary working with children authorisations or have the necessary authorisations to undertake the volunteer position, and other details specific to the particular position.

- 5.3.2. Be Collective does not verify the details Users provide or carry out other checks, but the volunteer organisations to which Users apply may do so.
- 5.3.3. Users must ensure that all the information they provide is complete, accurate and not false or misleading in any way. If Be Collective is notified or becomes aware that any information that a User has provided does not comply with these requirements, it may immediately remove that information and cancel that User's Account. (Users will be given the opportunity to respond and have the Account reinstated if they can demonstrate that the information was in fact in compliance with these requirements.)

6. Your User Data

6.1. User Data

6.1.1. In these Terms, the expression "User Data" means:

- (a) any data that you actually input on the Platform, in the course of setting up your Account or otherwise; and
- (b) any data that the Platform generates as a result of your use of the Services;

and includes your contact details and personal data, and all information you upload to our platform including notifications and messages.

6.2. You retain ownership of your User Data

6.2.1. As between you and Be Collective, you retain all rights, title and interest (including any intellectual property rights) in and to your User Data. Be Collective does not and will not, claim ownership over any of your User Data.

6.3. Limited licence to your User Data

6.3.1. You grant to Be Collective a limited, non-exclusive, royalty-free, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use your User Data solely as necessary to provide the Services as otherwise permitted by Be Collective's Privacy Notice (which can be found at this [here](#)). This includes the right to sublicense these rights to third parties to the extent necessary to allow you to use the Platform and take the full benefit of the Services (including the necessary consents in relation to personal data).

6.4. Responsibility for your Data

6.4.1. You are solely responsible for your User Data. You must ensure that you have obtained all necessary rights, releases and consents to allow your User Data to be collected, used and disclosed in the manner contemplated by these Terms and to grant Be Collective the rights you are granting to us. You are solely responsible for the accuracy and appropriateness of your Data.

6.5. Data review

6.5.1. Be Collective reserves the right to remove or disable access to any of your User Data that, in Be Collective's sole discretion, violates the law or these Terms or is adversely affecting the performance of the Platform or the Services. Be Collective may take these actions without prior notification to you

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but will endeavour to provide as much notice as is practicable in the circumstances provided that if Be Collective receives a direction from a provider to remove or disable access, it will need to act immediately to comply with that direction.

6.6. Data disclosure

6.6.1. Be Collective reserves the right to disclose any of your User Data that Be Collective deems necessary to comply with any applicable law, legal process or government request including, without limitation, account information (such as your name, e-mail address or contact details), and your User Data residing on the Platform or within the Services.

6.7. Exporting your Data

6.7.1. You will have full access to your User Data through the Platform for as long as you are registered as a user with us / have an Account with us. With regard to any of your Data that is held within the platform, Be Collective provides you with the functionality to export your Data in JSON format, while you are a registered user. When you deregister, your Account will be closed and all of your Data may be deleted, but we will give you at least 30 days to download a copy of it.

7. Non-verification

7.1. Users are asked to note that Be Collective does not:

- (a) carry out any assessment or evaluation of any organisation you may wish to volunteer for or assist in any way, to determine whether or not the organisation is suitable for you, is a genuine organisation, or provides a safe working environment for you;
- (b) verify any volunteer position advertised and whether or not the position meets the description provided by the relevant organisation;
- (c) verify whether any organisation to which a donation is made by you is a genuine volunteer organisation or registered charity;
- (d) verify any details provided by a Member, including whether or not that person has the skills, qualifications or experience claimed and whether or not they have the necessary authorisations to volunteer for any position advertised which they respond;
- (e) carry out police checks, Disclosure and Barring Service (DBS) checks or any other checks or vetting, or verify authorisations for working with children or vulnerable people of any form; and/or
- (f) verify that a person who claims to be acting as a guardian of a volunteer has the legal or other appropriate authority to do so, or that any documents or permissions provided by the volunteer or guardian are valid or legitimate.

8. Breaches of these Terms

8.1. No pro-active monitoring

8.1.1. Be Collective does not actively monitor the use of the Platform or the Services for breaches of these Terms. However, we will respond to any breaches reported by or about Users in accordance with these Terms.

8.2. Reporting breaches

8.2.1. If you become aware of any breach of these Terms by any yourself or by any other User (that includes individuals and organisations), you should report that breach through the facility provided within the Platform which will take you through the process and information required in order to report that breach.

8.3. Our action on receiving a breach report

8.3.1. On receipt of any breach report, we will use reasonable efforts (taking into account the nature and severity of the alleged breach) to investigate the issue and if verified, we will take such action as is permitted under these Terms to stop the breach and to prevent its recurrence.

8.3.2. In the event of any illegal or criminal activity, we reserve the right to refer the reported breach to the appropriate authorities including the police, in addition to taking action under these Terms.

9. Privacy

9.1. Privacy Laws

9.1.1. The parties will, in performing their respective obligations under these Terms, comply with all applicable data protection and privacy laws, including the UK Data Protection Act 2018 and the General Data Protection Regulation ("Privacy Laws"), and neither party will put the other in breach of the Privacy Laws.

9.1.2. In the course of using the Platform and the Services, Users may load content into the Platform (including your personal data and the personal data of others). Where you submit personal data of third parties (including your employees' personal data) to Be Collective, you must:

- (a) ensure that you are entitled to upload the relevant personal data to the Platform so that Be Collective may lawfully use, process and transfer the relevant personal data in accordance with the [Be Collective Privacy Notice](#); and
- (b) ensure that any relevant third party has been informed of, and has given their consent to, such use, processing and transfer of the personal data as required by all applicable privacy laws.

9.2. Privacy Notice

9.2.1. The Be Collective Privacy Notice details the manner in which Be Collective will treat your personal data and describes the key features of how Be Collective will handle and protect the personal data which you transfer to us. You agree that Be Collective may use and share the personal data you provide to Be Collective in accordance with our Privacy Notice.

10. Confidentiality

10.1.1. Be Collective will treat your User Data as confidential information and only use and disclose it in accordance with these Terms (including our Privacy Notice). Your User Data is not considered to be confidential information to the extent that the relevant information:

- (a) is publicly available through no fault of Be Collective;
- (b) was rightfully received by Be Collective from a third party without restriction and without breach of an obligation of confidentiality; or
- (c) was independently developed by Be Collective without reference to your User Data.

10.1.2. Be Collective may disclose your User Data when required by law.

11. Be Collective Intellectual Property

11.1. Be Collective IPR

11.1.1. You acknowledge that Be Collective or its service providers are the sole and exclusive owners of all intellectual property rights in the Platform.

11.1.2. You undertake that you will not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the software in any manner unless:

- (a) this is strictly necessary for the purposes of integrating the operation of the software with the operation of other software or systems used by you;
- (b) you have asked Be Collective to carry out such action or to provide the information required to enable you to undertake the integration without access to the source code; and
- (c) Be Collective itself is not willing or able to carry out such action at a reasonable commercial fee or to provide the information necessary to achieve such integration within a reasonable period.

11.1.3. Neither these Terms & Conditions nor your use of the software grants you ownership of software, the platform, the processes we employ in the Be Collective Managed Services or the content you access through software (other than your Data). These Terms & Conditions do not grant you any right to use Be Collective's or its service provider's trademarks, business names or logos.

11.2. Agreement not to replicate

11.2.1. You acknowledge that accessing the Platform and the Services you will gain first hand knowledge of how they work and you agree, in return for our allowing you to use the Platform and the Service, that you will not either alone, through or with anyone else (including any company or other entity), establish any Platform or Service that is substantially the same or similar to our Platform and Services.

12. Suspension, Cancellation and Termination of Services

12.1. Our right to suspend or withdraw of the Services generally

12.1.1. We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform or the Services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

12.2. Our right to suspend or withdraw specific User access to the Services

12.2.1. Be Collective may suspend or withdraw any User Account along with the provision of the Services to any User if:

- (a) the User is in breach of these Terms;
- (b) the User prevents or jeopardises the provision of the Services to other Users, or compromises or jeopardises the security of other Users' data; or
- (c) Be Collective is advised to do so by any volunteer organisation or authority (including without limitation the police, the Courts or any agency with responsibility for the protection of vulnerable individuals) for reasons of safeguarding or public safety or on any other grounds.

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12.2.2. We will try to give you reasonable notice of any such suspension, taking into account the nature of the circumstances giving rise to the proposed suspension.

12.3. Your right to terminate your Account

12.3.1. You may terminate your use of the Platform and the Services at any time by terminating your Account. If you wish to do so, follow the instructions on the Platform for Account termination.

12.4. Effects of Suspension, Withdrawal or Termination

12.4.1. Upon suspension, withdrawal or termination of your Account:

- (a) the User's access to the Platform, and Be Collective's obligations to provide the Services, will cease immediately; and
- (b) your User Data will no longer be available as Be Collective will purge all of your User Data and all of your Data will be deleted, except as set out in Section 12.5 or in the Be Collective Privacy Notice or if we are required by law to retain your User Data.

12.5. Records we will keep

12.5.1. To the extent we are required by law to do so, or where your involvement and use of the Platform or the Services is as a result of your employer engaging with Be Collective, we will need to retain certain of your User Data.

12.5.2. The relevant User Data that we will retain consists of:

- (a) your Account registration details (in case you need to be contacted);
- (b) the record of the volunteer positions you have performed including the dates and times;
- (c) any reports generated by the organisation you have worked with; and
- (d) any other relevant information that we are required to keep either by law or by the organisation you work for.

12.5.3. We will retain the relevant User Data for as long as we are required to do so, subject to the terms of the Be Collective Privacy Notice.

12.6. Records that Groups may keep

12.6.1. Groups on Be Collective may be required to retain information relating to volunteering activity for long periods, including limited identifying data about Users and their participation in such activities. This is particularly the case where the Group's work involves volunteer engagement with vulnerable individuals (for example, children, the elderly, people with disabilities and victims of domestic abuse).

12.6.2. If you are a Member who has volunteered for such activity, please note:

- (a) that such Groups may be under a legal or regulatory obligation to retain your personal details and volunteering activity for longer periods than the period of 7 years for which Be Collective itself retains such information;
- (b) that the deletion by you of your own Account on Be Collective will not automatically result in deletion of your personal details and the records of your volunteering activity kept by the relevant Groups;
- (c) that if you wish any Group to delete such records, it is your responsibility to contact the Group Administrator and request that this is done; and

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- (d) that Be Collective will not be responsible or liable for any failure by Groups to delete the records that they hold about individual Users or to handle such information in accordance with applicable privacy and data protection laws.

13. Disclaimer

13.1. Matters for which we are not responsible

- 13.1.1. Be Collective strongly recommends to all Users that they make their own independent enquiries to verify (as necessary) the identity, suitability and fitness for any proposed activity, tax status, health & safety record and standing of any other User with whom they engage via the Platform.
- 13.1.2. The content on the Platform is provided for general information only. It is not intended to amount to advice or recommendations on which you should rely. You should make your own enquiries before taking, or refraining from, any action on the basis of the content on the Platform, and in particular before engaging in a volunteering arrangement with any other User.
- 13.1.3. Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up to date.
- 13.1.4. The Platform includes links to other websites maintained by third party organisations, to enable Users to connect with those organisations for purposes such as:
 - (a) to volunteer for positions that organisations advertise on our platform;
 - (b) to advertise available volunteer positions;
 - (c) to make donations; and
 - (d) for organisations to make available facilities or resources for use by Users.
- 13.1.5. Where the Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 13.1.6. The Platform also includes information and materials uploaded by other Users. This information and these materials have not been verified or approved by us. The views and values expressed by other Users on our site do not represent our views or values.
- 13.1.7. Be Collective will not be responsible or liable for any failure in the Platform or the Service, or for your inability to use the Platform or the Services, to the extent that this results from or is attributable to:
 - (a) failure of or interruption to your internet access, network, telecommunications or other service or equipment;
 - (b) the User's own negligence, acts or omissions;
 - (c) scheduled maintenance we may carry out; or
 - (d) unauthorised access by third parties.

14. Indemnification

14.1. Your Indemnity to Be Collective

- 14.1.1. You agree to defend, indemnify and hold harmless Be Collective, its service providers, and their respective employees and parent corporations from and against any and all claims, damages,

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obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) any loss or damage that Be Collective suffers as a result of any unauthorised access to the Platform or the Services, to the extent such unauthorised use arises from a breach of these Terms;
- (b) your breach of any third party right, including intellectual property rights or privacy rights;
- (c) your criminal activity, deceit, fraud, or dishonesty or misrepresentation in the personal details, qualifications, experience or other User Data which you upload to the Platform or otherwise provide to other Users; and
- (d) your User Data not complying with the requirements set out in these Terms.

This means you will be responsible for any loss or damage we suffer as a result of any such claims.

15. Limitation of Liability

15.1. Our responsibility to all Users (whether Members or Groups)

15.1.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

15.2. Our responsibility to Group Users

15.2.1. We exclude all implied conditions, warranties, representations or other terms that may apply to the Platform or any content on it.

15.2.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, the Platform or the Services; or
- (b) use of or reliance on any content displayed on the Platform, including the User Data of any User or third party.

15.2.3. In particular, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

15.3. Our responsibility to Member Users

15.3.1. Please note that we only provide the Platform and the Services are provided for your private use. You agree not to use the Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. Changes to the Terms, the Platform and the Services

16.1. We may make changes to these Terms

16.1.1. We amend these Terms from time to time. Every time you wish to use the Platform or the Services, please check these Terms to ensure you understand the terms that apply at that time.

16.1.2. These terms were most recently updated on 30 January 2023.

16.2. We may make changes to the Platform and the Services

16.2.1. We may update and change the Platform and the Services from time to time. We will try to give you reasonable notice of any major changes.

17. Be Collective Plus Users

17.1. Subscribing to Be Collective Plus - This Section 17 applies to Be Collective Plus Users only

17.1.1. A Group can subscribe to Be Collective Plus at any time via the Be Collective website or by upgrading its Be Collective Standard service to Be Collective Plus within the Be Collective platform. Depending on the type of organisation subscribing for Be Collective Plus, certain discounts may apply and these will be presented during the subscription process.

17.1.2. When a Group subscribes for Be Collective Plus, it must sign up and pay in advance for 12 months minimum term. This payment is non-refundable if you decide to cancel or stop using Be Collective Plus. Your subscription will automatically renew each 12-month period unless you notify Be Collective by email OR via the Platform no later than 4 weeks before the anniversary of your subscription, that you wish to cancel your subscription.

17.1.3. Be Collective Plus subscriptions are non-transferable.

17.1.4. Where a Group has activated a free trial period for Be Collective Plus, the Group will automatically be charged the annual subscription at the end of the trial period unless the Group opts out of continuing to use the Platform before the end of the trial period. The opt-out may be exercised via the Platform or in-product.

17.1.5. Where a Group is a member of a CVS which has subscribed to Be Collective Pro, and the particular Group is entitled to a discount on its Be Collective Plus subscription by reason of the CVS' subscription to Be Collective Pro, then if the relevant CVS' subscription to Be Collective Pro terminates or expires:

- (a) the discount given to the particular Group will continue until the end of the Group's then-current 12-month subscription period; and
- (b) unless the Group cancels its subscription to Be Collective Plus before the end of that period, the subscription will automatically renew at the standard Be Collective Plus rate then applicable for the Group.

Please note that it is the responsibility of the relevant CVS (not Be Collective) to advise its members of any changes to its Be Collective Pro Plan.

17.1.6. In Section 17.1.5, the term "CVS" means a Council for Voluntary Service, which is an organisation that supports and brings together local charities and community groups.

17.2. Payment through Stripe

17.2.1. Payment is made through Stripe and is secure. When you make a payment you will be transferred through to the Stripe environment in order to do so. Once your payment and other information (which

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will include Personal Information) moves into the Stripe environment, it will be subject to Stripe's security and privacy terms and conditions and Be Collective will not be responsible for that information. If you require more information about how your Personal Information is handled in that environment click [here](#).

18. Be Collective Pro Users

18.1. Subscribing to Be Collective Pro - This Section 18 applies to Be Collective Pro Users only

- 18.1.1. A Group can subscribe to Be Collective Pro at any time by contacting its account manager at Be Collective.
- 18.1.2. The pricing for Be Collective Pro is bespoke and depends on the exact requirements of the Group, which will be formally documented in the Solution Services Agreement.
- 18.1.3. When a Group subscribes for Be Collective Pro, it must sign up and pay in advance for 12 months minimum term. This payment is non-refundable if you decide to cancel or stop using Be Collective Pro. Your subscription will automatically renew each 12-month period unless you notify Be Collective by email OR via the Platform no later than 4 weeks before the anniversary of your subscription, that you wish to cancel your subscription.
- 18.1.4. Be Collective Pro subscriptions are non-transferable.

19. General

19.1. Force Majeure

- 19.1.1. Be Collective is not responsible or liable to you or any other person, firm or entity for any failure to perform any obligation it is required to perform under these Terms, to the extent that such failure is caused by any act, event, omission or non-event beyond Be Collective's reasonable control, which will be deemed to include riots, war, acts of terrorism, fire, flood, storm or earthquake.

19.2. Entire Agreement

- 19.2.1. These Terms (together with the Be Collective Plus Terms, if applicable) are the entire agreement and understanding with regard to your use of the Platform and the Services, and supersede any prior agreement or understanding on anything connected therewith.

19.3. Transfer

- 19.3.1. You may not transfer any of your rights or obligations under this agreement without the prior written consent of Be Collective. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our agreement.

19.4. Waiver and invalidity

- 19.4.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

19.5. Severability

19.5.1. If any provision of our agreement is held to be invalid or unenforceable, such provision will be severed without affecting the enforceability and validity of the remaining provisions which will remain in full force and effect.

19.6. Relationship of the parties

19.6.1. You agree that Be Collective is not your employer, employee, agent, partner, joint venturer or subcontractor in relation to your use of the Be Collective service.

19.7. Governing law

19.7.1. This agreement and any dispute or claim arising out of or in connection with it 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. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).