

Tap to Give - Open Licence Agreement

Thank you for your interest in using the “Tap to Give” Mark.

“TAP TO GIVE”, “TAP 2 GIVE” and “Taptogive” are registered trade marks / trade mark applications of The Good Box Co Labs Ltd (**we, us**) in the United Kingdom (trade mark numbers UK00003194434 and UK00003191878).

We have registered the “Tap to Give” Mark to allow Charities to easily identify to potential donors how they can make donations using Contactless Payments and to encourage and promote the making of charitable donations by using Contactless Payments.

To ensure that the “Tap to Give” Mark is protected for the benefit of all Charities and that it can be trusted by potential donors, we have prepared this licence agreement to describe how the “Tap to Give” Mark can be used and the obligations which must be complied with when it is used.

Any Charity or Fundraiser can use the “Tap to Give” Mark at no charge. All you have to do is to register with us by completing the registration form accessible at www.taptogive.com. You can start using the “Tap to Give” Mark as soon as you have registered.

Your registration and your use of the “Tap to Give” Mark represents that you have read and agreed to this licence agreement. If you do not agree to these licence terms you must not register for a licence and must not use the “Tap to Give” Mark.

If you have any queries about this licence agreement, please contact info@goodbox.com.

LICENCE TERMS

1. UNDERSTANDING THIS LICENCE AGREEMENT

- 1.1 To help you understand the meaning of the terms that we use in this licence agreement, we have included an annex which defines the key terms that we use. Where we use a capitalised term in this licence agreement, it will have the meaning given in the annex.
- 1.2 Where we refer to “you” in this licence agreement, we are referring to an entity that has registered with us to use the “Tap to Give” Mark.
- 1.3 When you register with us, you must ensure that you state the exact legal name of your organisation. If you subsequently change the legal name of your organisation you must let us know.
- 1.4 If you need to start using the “Tap to Give” Mark within a different legal entity, for example as a result of a restructuring or expansion of your operations, you must also register that entity.
- 1.5 Where we refer to “we” or “us” in the licence, we are referring to The Good Box Co Labs Ltd, a company registered in England and Wales with company registration number 10272838. Our registered office is at 76 Greenway, Harlow Business Park, Harlow, Essex, United Kingdom, CM19 5QE.
- 1.6 We are a fundraising-focussed technology organisation and the owners of the Registered Marks and other rights in the “Tap to Give” Mark. Where a Contactless Payment is made using our technology and/or platforms, the processing of this payment will be governed by a separate agreement. In any other case, we are not responsible for the processing of Contactless Payments.
- 1.7 The only right that your licence grants you is the right to use the “Tap to Give” Mark in accordance with these licence terms. To accept Contactless Payments you must obtain the necessary permissions from and enter into the necessary agreements with the relevant entities.
- 1.8 We are an independent company and have no association with the UK Cards Association, except that from time to time we may work with the UK Cards Association to provide input into guidance and other material that it may issue in respect of the use of the “Tap to Give” Mark. However, the UK Cards Association retains ultimate control of and responsibility for any guidance or material it may issue and you should raise any issues regarding such material directly with the UK Cards Association.

1.9 These licence terms apply to all use that you make of the “Tap to Give” Mark. Use of the “Tap to Give” Mark is subject to strict compliance with these terms, and you should be aware that use of the “Tap to Give” Mark in contravention of these terms or outside the scope of your licence may lead to your licence to use the “Tap to Give” Mark being terminated and you losing your right to use the “Tap to Give” Mark (see paragraph 10 for more details).

2. LICENCE ELIGIBILITY

2.1 Any Charity or Fundraiser can use the “Tap to Give” Mark provided that it is prepared to comply with the terms of this licence agreement. Please check the key terms annex to see whether you qualify as a Charity or Fundraiser.

2.2 If you are a Charity or Fundraiser and you wish to use the “Tap to Give” Mark you must register via our website. Once you register, your licence to use the “Tap to Give” Mark comes into effect immediately and it will remain in effect indefinitely (unless terminated in accordance with paragraph 10).

2.3 To protect the “Tap to Give” Mark, we will not (subject to paragraph 2.4) grant licences to entities other than Charities or Fundraisers. By registering for a licence on our website you are agreeing and representing that you are either a Charity or Fundraiser. If you are not a Charity or Fundraiser your registration will be void and you will have no rights to use the “Tap to Give” Mark.

2.4 The right to use the “Tap to Give” Mark will only be granted to entities other than Charities or Fundraisers for the purposes of promoting the “Tap to Give” Mark or otherwise enhancing its reputation and utility to Charities (for example to a marketing agency to use in a marketing campaign). We will never allow it to be used for any purposes other than those intended to benefit Charities or Fundraising Activities. If you are representing an entity other than a Charity or Fundraiser would like to work with us to promote the “Tap to Give” Mark, please contact info@goodbox.com.

3. LICENCE TERMS

3.1 We hereby grant you a non-exclusive licence in the United Kingdom to use the “Tap to Give” Mark for and in relation to:

- 3.1.1 the promotion of giving to Charities using Contactless Payment technology;
- 3.1.2 the communication of information as to how cardholders can make donations to Charities using Contactless Payment technology;
- 3.1.3 the identification of Charities which accept Contactless Payments; and
- 3.1.4 any purposes necessarily ancillary to those purposes set out in paragraphs 3.1.1 to 3.1.3 above, provided that the sole intention of such purposes is to facilitate donations to Charities and the efficient administration of Contactless Payments by Charities.

3.2 If you are a Fundraiser, your licence is subject to the following additional restrictions:

- 3.2.1 you must only use the “Tap to Give” Mark in the context of conducting Fundraising Activities;
- 3.2.2 the Charity that you are conducting Fundraising Activities for must also have obtained a licence from us; and
- 3.2.3 you must have notified the Charity that you will be using the “Tap to Give” Mark in the course of conducting Fundraising Activities for that Charity and obtained its written approval for you to do so.

3.3 If you are a Charity and you appoint or allow a Fundraiser to undertake Fundraising Activities for you, you must:

- 3.3.1 ensure that the Fundraiser obtains a licence from us before using the “Tap to Give” Mark in the course of those Fundraising Activities;
- 3.3.2 monitor any use of the “Tap to Give” Mark by that Fundraiser to ensure that it is only used for Fundraising Activities and that its use is otherwise in accordance with the terms of this licence; and

- 3.3.3 notify us if you have any concerns that the Fundraiser is using the “Tap to Give” Mark is not in accordance with the terms of this licence.
- 3.4 Save as described in paragraph 3.2.3, you are not entitled to allow or permit any other entity to use the “Tap to Give” Mark. If any other entity needs to make use of the “Tap to Give” Mark, whether for your benefit or their own, they must register in their own right via our website.
- 3.5 This licence only extends to the use of the “Tap to Give” Mark in the United Kingdom. Any use of the “Tap to Give” Mark outside the United Kingdom may be subject to the obligation to obtain an alternative licence or to other local legal requirements.
- 4. USE OF THE “TAP TO GIVE” MARK**
- 4.1 Use of the “Tap to Give” Mark is subject to compliance with any applicable Brand Guidelines that we provide to you.
- 4.2 If there is any conflict between the Brand Guidelines and the terms of this licence agreement, the terms of this licence agreement will take priority. However, please do let us know if you identify a potential conflict and we will try to resolve it.
- 4.3 Any use of the “Tap to Give” Mark must either be accompanied by:
- 4.3.1 the ™ symbol, appended to the “Tap to Give” Mark (Tap To Give™); or
- 4.3.2 the following wording placed as close as reasonably possible to the place where the “Tap to Give” Mark has been used and in an easily readable font such that it is likely to be seen, read and understood by any person seeing the “Tap to Give” Mark: *“‘TAP TO GIVE’ [or ‘TAP 2 GIVE’, ‘Taptogive’ as appropriate] is a UK registered trade mark, used under licence from the Good Box Co Labs Ltd.”.*
- 4.4 When using the “Tap to Give” Mark you must at all times act in accordance with the law, any applicable regulations or guidance and ethical, honest and fair practices. You must treat the “Tap to Give” Mark with at least the level of care and respect that you accord to your own trade marks.
- 5. PROHIBITED ACTS AND USES OF THE “TAP TO GIVE” MARK**
- 5.1 You must not do, omit to do or permit to be done any act that:
- 5.1.1 will or may weaken, damage or be detrimental to the “Tap to Give” Mark or the reputation or goodwill associated with the “Tap to Give” Mark;
- 5.1.2 will or may weaken, damage or be detrimental to our reputation or goodwill; or
- 5.1.3 may invalidate or jeopardise the registration of the “Tap to Give” Mark.
- 5.2 Nothing in this licence agreement or otherwise grants you any right to use any mark other than the “Tap to Give” Mark. For the avoidance of doubt, this means that you may not use the “Tap and Give” Mark (ie the mark with the word “and” rather than “to” in the middle). However, we acknowledge and agree that your use of the “Tap to Give” Mark as permitted by this licence agreement will not constitute infringement of the “Tap and Give” Mark or any other trade mark belonging to us. For clarity, we will never use the “Tap and Give” Mark for any purposes other than charitable or Fundraising Activities (and will not licence anyone else to do so).
- 6. OWNERSHIP OF THE “TAP TO GIVE” MARK**
- 6.1 You acknowledge that we are the owner of the “Tap to Give” Mark.
- 6.2 Any goodwill derived from your use of the “Tap to Give” Mark shall accrue to us. We may at any time require you to execute a confirmatory assignment of that goodwill to us and you must immediately execute it.
- 6.3 You must not apply for or obtain registration of the “Tap to Give” Mark, nor any trade or service marks which consist of, comprise of, or are confusingly similar to, the “Tap to Give” Mark in any country.

7. MAINTAINING THE “TAP TO GIVE” MARK

- 7.1 We will at our discretion take all reasonable steps to maintain the registration of the Registered Marks, including (where we consider it appropriate to do so) defending any application for the cancellation of the Registered Marks and renewing the Registered Marks prior to expiry. If we choose not to renew any of the Registered Marks then we will provide you with at least 30 days' notice of such decision in accordance with paragraph 12.
- 7.2 The cancellation or expiry of any or all of the Registered Marks will not affect the continuation of this licence agreement or your obligations under it in any way.
- 7.3 Nothing in this licence agreement prevents us from assigning or transferring the “Tap to Give” Mark to a third party on such terms as we see fit, provided that:
- 7.3.1 we shall only do so as part of a group reorganisation or as part of an overall sale of all or substantially all of the relevant part of our business; and
- 7.3.2 where we do so we will use reasonable efforts to arrange for you to be granted a licence on similar terms to the terms of this licence by the new owner.

8. PROTECTION OF THE “TAP TO GIVE” MARK

- 8.1 You must notify us promptly if you becomes aware of any of the following having occurred, or if it has reason to believe that any of the following are likely to have occurred or are likely to occur imminently:
- 8.1.1 any event or set of circumstances arising out of the use of the “Tap to Give” Mark which is likely to cause adverse publicity for either us or the “Tap to Give” Mark or is otherwise to bring us or the “Tap to Give” Mark into disrepute;
- 8.1.2 any actual, suspected or threatened infringement of the “Tap to Give” Mark by a third party; or
- 8.1.3 any challenge being made to the validity of the “Tap to Give” Mark, any actual or threatened opposition to the “Tap to Give” Mark, any claim made or threatened that the use of the “Tap to Give” Mark in accordance with the terms of this licence agreement infringes the rights of a third party, or any claim made or threatened that your use of the “Tap to Give” Mark has infringed the rights of a third party.
- 8.2 In respect of any of the matters listed in paragraph 8.1:
- 8.2.1 we shall, in our reasonable opinion having consulted with you and taken your views into account, decide what action if any to take;
- 8.2.2 we shall have exclusive control over, and conduct of, all claims and proceedings;
- 8.2.3 you shall not make any admissions other than to us and shall provide us with all assistance we may reasonable require in the conduct of any claims or proceedings;
- 8.2.4 we shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for our own account; and
- 8.2.5 if we fail to commence proceedings within a reasonable time, you shall be entitled to request permission from us to commence proceedings yourself, which we may give or withhold in our absolute discretion. Where we give you permission to bring such proceedings, you may require us to lend our name to such proceedings and provide reasonable assistance (provided that you reimburse us for our time and costs incurred in providing such assistance). You shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for your own account to the extent that such recovery relates to costs incurred by you or damage suffered by you (with any additional sums recovered to be allocated in our discretion).
- 8.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded. This means that, save as provided in paragraph 8.2

above, you do not have the right to call upon us to take proceedings against a third party who you consider is infringing the “Tap to Give” Mark or to take enforcement action yourself.

9. **OUR LIABILITY**

- 9.1 The licence is provided at no charge for the benefit of Charities and the conducting of Fundraising Activities on their behalf. The licence is therefore provided on an “as is” basis and the “Tap to Give” Mark is to be used at your own risk. Nothing in this licence agreement constitutes any representation or warranty that the “Tap to Give” Mark is valid and enforceable and/or will continue to be valid and enforceable for the duration of your licence or that your exercise of the rights granted under this licence agreement will not infringe the rights of any person.
- 9.2 We expressly exclude all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise to the fullest extent permitted by law.
- 9.3 Save that nothing in this licence agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law, each party’s total aggregate liability in respect of all causes of action arising out of or in connection with this licence agreement (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the sum of £1,000.
- 9.4 By registering to use the “Tap to Give” Mark (and using it) you warrant and represent that you understand the basis on which the licence is granted and particularly the exclusions and limitations set out in this paragraph 9, that you consider these exclusions and limitations to be fair and reasonable and that you will not use the “Tap to Give” Mark in a manner which could give rise to a liability greater than that which you would be entitled to recover pursuant to this paragraph 9 (or, if you do, that you have in place sufficient insurance cover to cover any additional liability that you may incur as a result of such use).

10. **CHANGES AND TERMINATION**

- 10.1 We reserve the right to make changes to the terms on which you may use the “Tap to Give” Mark, or to cancel your right to use the “Tap to Give” Mark, at any time. We will notify you of the change in accordance with paragraph 12. However, we promise that we will never introduce a fee or charge of any kind for the use of the “Tap to Give” Mark.
- 10.2 Any change made in accordance with paragraph 10.1 will take effect 90 days from the date on which you receive notice of the change.
- 10.3 We may also cancel your registration and right to use the “Tap to Give” Mark with immediate effect by giving written notice to you if (i) you challenge the validity of the “Tap to Give” Mark, (ii) we reasonably consider that your use of the “Tap to Give” Mark has or may have any detrimental effect on our reputation, that of the “Tap to Give” Mark or that of any of the other users of the “Tap to Give” Mark, or may otherwise cause harm to us or any of the other users or (iii) we reasonably consider that your use of the “Tap to Give” may give rise to the occurrence of any of the events described in paragraph 8.1.3.
- 10.4 You may appeal against any proposed change to the terms or cancellation of your right to use the “Tap to Give” Mark by emailing us (see paragraph 12) within 14 days of receipt of our notice of the change(s) or cancellation to which you object. To enable us to promptly deal with your appeal, it must be clearly identified as an appeal and must identify the change(s) to which you object (if applicable) and the reason(s) why you object.
- 10.5 We will consider any appeal in good faith, taking account of any factors that we consider relevant, including in all cases the need to protect the “Tap to Give” Mark for the benefit of Charities and Fundraising Activities and the interests of other users of the “Tap to Give” Mark. We will respond to the appeal within 14 days of receipt, either confirming that the appeal has been upheld and the change or cancellation withdrawn or that the appeal has not been upheld and that the change or cancellation will take effect as originally notified. Our decision shall be final and binding.

- 10.6 You may continue to use the “Tap to Give” Mark as usual during the appeal process except where the cancellation was in accordance with paragraph 10.3 and we asked you to immediately stop using it.
- 10.7 If you disagree with any changes (and your appeal, if any, is not upheld), you may cancel your registration on written notice to us at any time prior to the date that the changes come into effect, in which case the changes will not apply to you. You may also cancel your registration to use the “Tap to Give” Mark at any time for any reason on written notice to us.
- 10.8 Your registration and right to use the “Tap to Give” Mark will be automatically cancelled if at any time you cease to be a Charity or Fundraiser.

11. **CONSEQUENCES OF TERMINATION**

- 11.1 Where we cancel your right to use the “Tap to Give” Mark for any reason or you cancel your registration, you will be entitled to a transition period of twelve months to phase out use of the “Tap to Give” Mark. This is subject to the following provisions:
- 11.1.1 the terms of this licence agreement shall continue to apply to any use which you make of the “Tap to Give” Mark during the transition period; and
- 11.1.2 we reserve the right to refuse to allow a transition period, or to end your transition period early, where we reasonably consider that allowing a transition period may cause damage to us or to the “Tap to Give” Mark.
- 11.2 Immediately following the date of termination (or, if we allow a transition period as described in paragraph 11.1, following the expiry or termination of the transition period), you must cease to use the “Tap to Give” Mark for any purpose.
- 11.3 Termination of your licence for any reason will not affect any rights that you or we have accrued as at the date of termination nor will it affect the continuation in full force and effect of paragraphs 9, 12 and 13 shall remain in effect notwithstanding termination.
- 11.4 If we cancel your right to use the “Tap to Give” Mark for any reason you must not re-register without our permission.

12. **COMMUNICATION**

- 12.1 We may contact you from time to time with contractual notices or other information relating to the “Tap to Give” Mark using the details that you provided when you applied for your licence (or updated details that you have provided to us from time to time). Provided that we send a notice to the latest postal or email address that you provided you will be considered to have received it, even if it is returned as undelivered.
- 12.2 Where we have a general notice for the attention of all licensees that does not affect any material terms of this licence we may alternatively post that notice on our licence page (currently www.goodbox.com/licensing.php). You should therefore check that page regularly (at least once a month) for any such notices.
- 12.3 If you need to serve a notice on us or otherwise communicate with us regarding your licence you may contact us by post at 76 Greenway, Harlow Business Park, Harlow, Essex, United Kingdom, CM19 5QE or by email at info@goodbox.com (unless an alternative address for providing that type of notice is set out elsewhere in these terms). Any notice or communication must be clearly marked as relating to your licence and must contain the full legal name of your organisation.
- 12.4 We may update our contact details from time to time on notice to you, including by posting updated contact details for this purpose on our website.
- 12.5 Any notice or communication sent by you or us will be considered to have been received two working days after posting / sending. If we post a notice on our licence page as described in paragraph 12.2 (and do not contact you by post or email about it) you will be considered to have read it 30 days after the date on which we first posted it on our licence page.
- 12.6 This paragraph 12 does not apply to the service of legal proceedings or other documents in any legal action.

13. **GENERAL**

- 13.1 This licence agreement constitutes the entire agreement between you and us. Each of you and us acknowledges and accepts that, in entering into this licence agreement, no reliance has been placed upon any representation, undertaking or promise except as set out in this licence agreement.
- 13.2 You may not assign, transfer, mortgage, charge, subcontract, sublicense, declare a trust over, or deal in any other manner with any or all of your rights or obligations under this licence agreement. However, if another entity requires the use of the “Tap to Give” Mark it can (subject to the eligibility criteria - see paragraph 2) register in its own right.
- 13.3 No failure or delay by a party to enforce or to exercise any term of or any right arising pursuant to this licence agreement is not a waiver of such term or right and shall in no way affect a right later to enforce or exercise it, nor will any single or partial exercise of any right preclude any further exercise of the same or the exercise of any other right.
- 13.4 Save as set out in paragraph 10, no variation of this licence agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 If any provision (or any part of any provision) of this licence agreement is found to be unenforceable this will not in any way affect the remaining provisions or rights, which shall be interpreted as if such invalid or unenforceable part did not exist.
- 13.6 This licence agreement (including any associated non-contractual disputes or claims) is governed by English law and you and we each hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with this licence agreement.

KEY TERMS ANNEX

The following is a list of key terms used in this licence agreement. Where a capitalised term is used in the licence agreement, it shall have the meaning given below:

Brand Guidelines	Any guidelines that we or the UK Cards Association may issue from time to time regarding use of the “Tap to Give” Mark.
Charity	An organisation which is registered as a charity with the Charity Commission of England and Wales, the Scottish Charity Regulator or the Charity Commissioner for Northern Ireland or is an “exempt charity” as listed in schedule 3 of the Charities Act 2011.
Contactless Payment	A payment made using a Payment Card or Payment Device where the cardholder’s details are communicated to the contactless terminal by radio wave when the Payment Card or Payment Device is brought into proximity with the contactless terminal.
Fundraiser	An entity conducting Fundraising Activities.
Fundraising Activities	Raising funds and/or accepting donations on behalf of a Charity where all funds raised go directly to the Charity.
Payment Card	A credit card, debit card, charge card, pre-paid card or similar card allowing the cardholder to make electronic payments.
Payment Device	A device linked to a Payment Card which allows payments to be made via the Payment Card without the need for the card to be physically present, for example a mobile phone or wearable device with NFC functionality, or a sticker or key fob issued for these purposes.
Registered Marks	The UK trade marks / trade mark applications identified by trade mark number UK00003191878 (“Taptogive”) and UK00003194434 (“TAP TO GIVE”, “TAP 2 GIVE”) and any other trade mark that we may register from time to time in the UK (or having effect in the UK) consisting of the words “Tap to Give”.
Retained Mark	The UK trade mark identified by trade mark number UK00003174785 (“Tap&Give”, “TapandGive”).
“Tap and Give” Mark	The trade mark “Tap and Give”, whether used in that form or in the form “TapandGive” or “Tap&Give”, consisting of the Retained Marks and all goodwill attaching to or associated with the Retained Mark and the phrase “Tap and Give”, “TapandGive” or “Tap&Give”.
“Tap to Give” Mark	The trade mark “Tap to Give”, whether used in that form or in the form “Taptogive” or “Tap 2 Give”, consisting of the Registered Marks and all goodwill attaching to or associated with the Registered Mark and the phrase “Tap to Give”, “Taptogive” or “Tap 2 Give”.
UK Cards Association	The UK Cards Association Limited, a company registered in England and Wales with company registration number 7066141 whose registered office is at 2 Thomas More Square, London, E1W 1YN (see www.theukcardsassociation.org.uk for more information).