

DONATION TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 Beyond Social Services (referred to as ""us" or "we") is a charity registered in Singapore (charity registration no. 0594) and an Institution of a Public Character (registration no. IPC000355). We operate the website beyond.org.sg (the "Website").
- 1.2 The terms and conditions herein ("Donation T&Cs") govern each use you make of the donation services provided through the Website. These Donation T&Cs apply separately to each single donation that you make. Except as provided for in section 7 herein (Regular Donations) and unless specified by you, they do not form a contract allowing for future or successive transactions to be set up.
- 1.3 By confirming on the Website that you wish to make a donation, you agree to be bound by these Donation T&Cs for that donation.
- 1.4 Any donation through the donation services provided through the Website shall be made in accordance with the Charities Act (Cap. 37) ("Charities Act") and the Charities (Fund-Raising Appeals for Local and Foreign Charitable Purposes) Regulations 2012, in addition to any other applicable Regulations.

2. YOUR DONATIONS

- 2.1 Thank you for your generosity in donating to us. We will honour your giving and generosity by using your donation effectively and we endeavour to channel your donation to your selected programme and/or any programme of ours in support of the charitable cause of your choice. Each item that is required from the programme is representative of the needs of that programme and all donations will be used to provide assistance and meet needs as reflected on the relevant page on our Website.
- 2.2 In rare occasions where the total donation received for the selected programme of your choice exceeds what is needed or cannot be used for your selected programme, we reserve the right to redirect your donation to other charitable programmes as listed on our Website.
- 2.3 Once you confirm to us through the Website that you wish to proceed with your donation your transaction will be processed through our payment services provider, eNets. By confirming that you wish to proceed with your donation you authorise eNets to request funds from your credit or debit card provider. eNets will only process your donation in Singapore dollars.

3. TAX EXEMPTION

- 3.1 We are an approved Institution of a Public Character ("IPC") and are authorised to issue tax deductible receipts for your donations.
- 3.2 Individual donors do not need to claim tax deductions for donations in income tax form if you have provided us with your NRIC No. or FIN No. at the point of donation. We will provide the donation details to the Inland Revenue Authority of Singapore and the donation deductions will be included automatically in your tax assessment.
- 3.3 If you are making a corporate donation or a donation on behalf of someone else, and would like the tax exemption to go to them, please write in to us at donations@beyond.org.sg with the organisation's name and registration number, or the person's full name and NRIC within three working days from the date of your donation.

4. **INFORMATION FROM YOU**

- 4.1 Before we can process a donation you must provide us with (i) your name, NRIC, tax exemption preferences, and contact details such as address and email address; and our payment provider eNets with (ii) details of the credit or debit card that you wish to use to fund the donation. We will use this information to process your donation. Please ensure you have provided us with the correct information.
- 4.2 You should ensure that you are aware of and understand eNets' terms and conditions, which may be different from our own, to ensure that you are comfortable with how they will process your personal data before you make a donation.
- 4.3 We shall not share your personal details with any other third party other than is set out in the Beyond Social Services Privacy Policy Statement ("[BSS PDPA Policy](#)"). The BSS PDPA Policy forms part of these Donation T&Cs and by agreeing to these Donation T&Cs you are also agreeing to the way we use and protect your personal information in line with BSS PDPA Policy.
- 4.4 It is acknowledged that you will provide us with information referable to identifiable individuals ("Personal Data" as defined in the Personal Data Protection Act 2012 ("PDPA")). Where any Personal Data is provided to us, we will comply with the PDPA with respect to the treatment of such Personal Data, as well as the provisions of the BSS PDPA Policy.
- 4.5 We will provide you with access to a secure, password-protected electronic donation account accessible through the Website.

5. **UNAUTHORISED CARD USE**

- 5.1 If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider.
- 5.2 We will refund the donation where we have investigated and are satisfied that the donation was unauthorised by you and that you (or anyone authorised by you) have not acted fraudulently, with intent, or grossly negligently.

6. **REFUND POLICY**

- 6.1 All donations are non-refundable.
- 6.2 But if you have made an error in your donation, please notify your card provider immediately. We will consider authorising a refund in exceptional circumstances, but reserve the right to apply a fee for the refund before a refund is effected. Please contact us within 3 working days from the date of your donation.

7. **REGULAR DONATIONS**

- 7.1 These Donation T&Cs will only apply to successive donations made through the Website where you have set up a regular donation. When you set up a regular donation you will be scheduling a series of donations to be made on the day you start donating until further notice by you. You agree that these Donation T&Cs will apply to each of the donations in that series.

7.2 By confirming that you wish to proceed with a regular donation you authorise our payment service provider eNets to request funds from your credit or debit card on the day of each month that you have stipulated through your application on the Website.

7.3 To cancel your regular donation, please email us at donations@beyond.org.sg

8. **LINKS TO OTHER SITES**

8.1 We may provide links to other websites from our website. This should not be seen as an endorsement, approval or agreement with the contents on those sites.

9. **DISCLAIMER**

9.1 The Website is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, statutory or otherwise. Use of the Website is solely at your own risk.

9.2 To the fullest extent permitted by law, we do not warrant and we disclaim any and all other warranties, whether express or implied, including but not limited to:

9.3 (a) the accuracy, correctness, reliability, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of the Website or part thereof, including hyperlinks to or services from other parties; and/or

(b) that the Website will be uninterrupted or error-free, or that defects will be correct or that it is and will be free of all viruses and/or harmful elements.

10. **LIMITATION OF LIABILITY**

10.1 We shall not be liable in any effect to you for failure of any service or any damage or loss of any kind in connection with the use of the Website in connection with access to, use of, denial of access or restricted access to, modification, suspension and/or discontinuation of the Website.

10.2 Without prejudice to the generality of the foregoing, we shall not be liable for any defect, default, deficiency or malfunction in any device, computer, internet service provider or telecommunication system or network, viruses or other malicious software or denial of service attacks that may affect the use of the Website.

10.3 You agree that the use of the Website is conditioned on your waiver of any right to sue us for any damages and/or losses, consequential or otherwise, related to the use of the Website.

11. **AMENDMENT AND WAIVER**

11.1 We reserve the right to amend these Donation T&Cs at any time.

11.2 No failure on our part to exercise and no delay by us in exercising any right or power under these Donation T&Cs shall operate as a waiver thereof.

12. **INVALIDITY**

12.1 If any provision in these Donation T&Cs shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of these Donation T&Cs, but the

legality, validity and enforceability of the remainder of these Donation T&Cs shall not be affected.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) (CAP. 53B)

13.1 A person who is not a party to these Donation T&Cs has no rights under the Contracts (Rights of Third Parties) (Cap. 53B) to enforce any of these Donation T&Cs.

14. GOVERNING LAW

14.1 These Donation T&Cs shall be governed by and construed in accordance with Singapore law.