



# Global Currents

## TERMS & CONDITIONS

When you use our products, services and website you acknowledge that you have read, understood and agree to be bound by the policies, terms and conditions set forth herein. The terms and conditions in this document will govern your use of our service and familiarize you with our general principles for operating the same. In this agreement, the word "we" or "our" refers to Global Currents and the word "service" refers to the use of any Global Currents [and its subsidiaries, PINC Productions and PINC Giving products and offerings. This includes, but is not limited to: "Give Stream", "Give Stream Plus", the "Pipeline API", the "Pier to Peer" Platform and the "Life on Purpose" Network. The words "you" and "yourself" shall be understood to refer to the client organization and / or any of its representatives authorized to conduct business on behalf of the organization with Global Currents. Your use of the services of Global Currents confers no title or ownership in the services or in any of the names used in connection with our services. All ownership, control and access rights remain in Global Currents.

The following describes the terms and conditions on which Global Currents [and its subsidiaries] offers you access to our services. Each item must be read thoroughly to ensure full understanding before entering into an agreement with Global Currents.

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[facebook.com/GlobalCurrents.org](https://facebook.com/GlobalCurrents.org)  
[globalcurrents.org/blog](http://globalcurrents.org/blog)



## CLIENT ELIGIBILITY

Our services are available to all individuals, organizations and non-profit organizations. Global Currents reserves the right to limit its services at its sole discretion. You will provide true, accurate, and current information about yourself during the sign up, registration and billing process. Our services are designed to facilitate the transfer of money to non-profit organizations and causes. Client eligibility is only in part determined on the validity of intent of use. We reserve exclusive right to determine validity of cause, intent of use, and client suitability.

## YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Global Currents reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion without notice. You are responsible for all activity occurring under your client account, including, but is limited to all campaign creation, the appropriate distribution of funds to the correct causes, the managing of customer accounts and the monitoring of any other content on the site including messages, social media links and other text. Global Currents will not be held liable for any content posted within your global user account. This includes all sub accounts, all campaigns, and social media tie ins.

## I. APPLICATION PROCESS

1.1 Once you have set up a user account, registered your organization with us and submitted your account to Global Currents, we will review your application and begin the development of your Donation Platform.

1.2 Tax Receipts: If you choose to use the Global Currents Tax Receipting services, Global Currents will provide you with electronic tax receipts to your online donors that meet the requirements of the Canada Revenue Agency and / or the IRS [U.S. Clients]. **You** are responsible to provide Global Currents with a 'batch' of tax receipt numbers, a digital signature and your CRA # or your 501(c) 3 Number. Global Currents acts as an agent on your behalf to issue receipts and will only report / receipt for donations made through its online platforms. Global Currents cannot issue tax receipts to anonymous donors. Global Currents is not responsible for any damages caused to you and any the non-profit organization with whom you have a relationship as a result of, but not limited to the misuse or misappropriation of tax receipts.

1.3 Campaigns: The Global Currents platform allows you to create campaigns for donors to donate specifically to a project of your choice. Campaigns can be created through our site, and submitted for approval by Global Currents. Global Currents will then review the campaign and associate it with your donation gateway.



## 2. FUND RELEASE

**2.1 Schedule:** Global Currents will release funds to registered non profits operating in Canada and the United States every 30 days from all accounts with funds in excess of \$100. Accounts with funds under \$100 will be held until the funds exceed \$100 and released on the next payout date. If you expect that your campaign will consistently be under \$100 monthly, or has a total goal of less than \$100, please contact our office to discuss alternate arrangements. Giving done directly through the portal on our site to an organization that has not officially registered with us will be released annually unless otherwise arranged. We release our funds on the 1st of each month, for one-month prior's donations. For example, February funds would be released in April. Funds often take 2 - 3 business days to travel through the 'banking system' before they appear in your account. Non-profits operating outside Canada and the United States will have funds released every 60 days. These measures are intended to reduce exposure to the risk of credit card fraud. Global Currents will review funds processed and determine the validity of the credit card. Should a card deemed to be 'invalid' for any reason, it will be marked as such and the funds will not be released. Global Currents will make every attempt to determine the validity of credit cards; however, we are not responsible for unauthorized cards being processed on our donation platforms. Global Currents reserves the right to return the funds back to the Credit Card issuers, even after funds have been released, should they be determined (by the issuer) to be fraudulent in nature.

**2.2 Banking Details:** Funds are released via bank transfer from Global Currents to the bank account registered in the non-profit's name. Global Currents cannot release funds to a third party and must receive a completed Fund Release form 10 days prior to the first fund release.

**2.3 Refunds:** Where user error has resulted in erroneous or "unintended" donations (ie. clicked process multiple times) Global Currents will make every effort to provide a prompt refund of the donations when notified. While we have made reasonable efforts to reduce these instances from occurring (time delays etc), it is the responsibility of the donor and or the organization to manage suspected multiple donations and the donor relationships. Once funds have been released to the organization, we will direct the donor to the organization to arrange a refund of the donation via an alternate means.

## 3. GLOBAL CURRENTS IS A SERVICE PROVIDER

**3.1** Global Currents provides a platform that collects, processes and completes online transactions. These services are offered on an 'as is' basis. We do not solicit businesses on the organization's behalf and as such have no control over the quantity or volume of transactions, or the credit worthiness of the transaction and of your donor.

**3.2 Security of Transaction:** Due to the challenges of authentication on the Internet, we cannot confirm unequivocally the identity of the donor. We will make all efforts to ensure accurate information during the transaction process [by way of collecting information] and will work with all legal parties to limit fraudulent activity. Global Currents and its subsidiaries [including agents, directors, officers, employees and partners] are not responsible for fraudulent activity that may occur through our service.

**3.3 Security of the Gateway:** Our donation gateway uses SSL Certification and is PCI Compliant. Global Currents



is committed to providing a secure online environment to facilitate our service. However, given the nature of global Internet security, Global Currents accepts no responsibility for security breaches beyond our reasonable control.

3.4 Information Control: We do not control the information provided by you or your customers. Customers may post inappropriate comments in text fields and Global Currents is not responsible for verifying the information beyond the extent necessary to process a transaction. Please use caution, review all postings regularly and inform us if your gateway is being used inappropriately.

3.5 Global Currents as a Third Party Fundraiser: You authorize Global Currents to act as a third party fundraiser on your behalf. This is to enable Global Currents to issue tax receipts on your behalf to donors. Global Currents will not actively pursue donors or engage in revenue development activities unless specifically asked by your organization to do so in writing.

#### 4. REPORTING

4.1 Global Currents provides you with access to our processing user accounts. This system provides you with donor reporting, account options and other tools you need to be successful in your fundraising efforts. While Global Currents will make every effort to maintain this system; we do not accept responsibility for computer errors, lag in information flow and other incorrect information that may be posted on your system. It is the non-profit's responsibility to review the fund release and reconcile it with the donor reporting system provided to it. If discrepancies are found, the non profit or you are to contact Global Currents immediately.

#### 5. FEES

5.1 All our products have a transactional fee of **3.8% + \$0 .25** of the gross donated amount of each donation. Some of our products have additional fees (monthly and set up), and these will be outlined in the quote specific to the project.

5.2 Global Currents reserves the rights to change its fee structure for our services from time to time. Our changes to the policy are effective after we provide you with at least thirty (30) days notice. Notice will be sent to the most recent email address provided by you on our file and it is your responsibility to maintain an up to date contact form on your profile.

5.3 You authorize Global Currents to deduct the fees associated with our services directly from the donations made through our service. The donor has the option of covering the costs associated with this service, but the fee ultimately is your responsibility.

#### 6. INSTALLATION AND ACCESS

6.1 To use our service, one or more of our links must be posted on your site. Installing the links is extremely safe and easy; however, Global Currents assumes no responsibility for any harm incurred by your organization upon the installation or attempted installation of the link.



6.2 For use of our API product, we will provide your IT Team with the API documentation, sample PHP Files and the API Key necessary to set up the account. We will not access your server, perform maintenance on your server or otherwise install the product unless otherwise arranged on terms not contained in this agreement. Global Currents is not responsible for server and site changes that may cause the API to not function properly once the API is installed. It is your sole responsibility to ensure your site is properly connected to our API.

## **7. MAINTENANCE AND SITE CHANGES**

7.1 Global Currents is committed to providing the best online platforms. Performing regular maintenance on our services is part of this commitment. We will make every reasonable effort to ensure that these updates and any downtimes cause as little disruption as possible. However, we take no responsibility for any loss incurred when our service is disrupted for any reason whatsoever.

## **7. INFORMATION STORAGE**

8.1 This agreement allows Global Currents to collect and store your information for purposes of providing you with the services outlined in this agreement. Further, Global Currents collects donor information for the purposes of fulfilling the services assigned to it. Global Currents does not “own” this information and is not liable for any use of the information by your organization. Global Currents respects privacy policies with respect to the collection and storing of data and will destroy any of your customer records in our database, except those required by applicable laws, with written notice.

8.2 **Data Storage:** Global Currents is a registered Canadian Corporation operating in British Columbia, Canada and as such follows the information storage guidelines contained in FOIPPC BC and PIPPC.

## **9. ILLEGAL OR ABUSIVE USAGE IS STRICTLY PROHIBITED**

9.1 You must not abuse, harass, threaten, impersonate or intimidate other users of our website. You may not use the Global Currents’ service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. Should you be found to have engaged in illegal or abusive usage of our website, Global Currents will suspend your account or usage as applicable.

## **10. COPYRIGHT**

10.1 All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Global Currents and is protected by Canadian and international copyright laws. The compilation of all content on this site is the exclusive property of Global Currents and is protected by Canadian and international copyright laws. All software used on this site is the property of Global Currents and is protected by Canadian and international copyright laws. Content uploaded by the end user, and content loaded through you is excluded from this term.



## 11. ELECTRONIC COMMUNICATION

11.1 When you visit our website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 12. TRADEMARKS

12.1 "PIER TO PEER"; "GIVE CENTRE"; "GLOBAL CURRENTS"; "GIVE STREAM";, "GIVE STREAM PLUS"; "PIPELINE API" and other Global Currents graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Global Currents in the CANADA. And/or other countries. This includes "PINC PRODUCTIONS" and "PINC GIVING". Global Currents' trademarks and trade dress may not be used in connection with any product or service that is not Global Currents', in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Global Currents. All other trademarks not owned by Global Currents that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Global Currents.

## 13. LICENSES AND SITE ACCESS

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## 14. RISK OF LOSS

14.1 All items purchased from GLOBAL CURRENTS are made pursuant to a delivery contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## 15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY



15.1 THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY GLOBAL CURRENTS ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. GLOBAL CURRENTS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

15.2 TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, GLOBAL CURRENTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GLOBAL CURRENTS DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; ITS SERVERS; OR E-MAILS SENT FROM GLOBAL CURRENTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GLOBAL CURRENTS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

15.3 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15.4 IN THE EVENT ANY DAMAGES ARE AWARDED TO YOU, YOU AGREE THAT THE MAXIMUM AMOUNT OF SUCH DAMAGES WILL BE LIMITED TO THE AGGREGATE FEES PAID TO GLOBAL CURRENTS UNDER THIS AGREEMENT AND NO MORE.

## 16. APPLICABLE LAW

By visiting our website, you agree that the laws of THE PROVINCE OF BRITISH COLUMBIA, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Global Currents and you specifically attorn to the jurisdiction of the courts of the said Province..

## ONLINE PRIVACY POLICY

Global Currents and its subsidiary companies respect the privacy rights of our online visitors and recognize the importance of protecting the information collected from you. We have adopted a corporate wide Online Privacy Policy that guides how we collect, store and use the information you provide online. Please note that this policy applies only to sites maintained by Global Currents and its subsidiaries, and not to web sites maintained by other companies or organizations to which we link.



If you have questions or concerns regarding this statement, please contact Global Currents' privacy officer at the email address or postal address specified on our homepage.

## **INFORMATION COLLECTION AND USE**

Our primary goals in collecting personally identifiable information are to provide you with the product and services made available through our web site, to communicate with you, and to manage your registered user account, if you have one.

### **INFORMATION COLLECTED UPON REGISTRATION**

If you desire to have access to certain restricted sections of our web site, you will be required to become a registered user, and to submit certain personally identifiable information to Global Currents. This happens in a number of instances, such as when you sign up for our services, or if you desire to receive marketing materials and information. Personally identifiable information that we may collect in such instances may include your IP address, full user name, password, email address, city, time zone, telephone number, and other information that you decide to provide us with, or that you decide to include in your public profile.

### **USE OF CONTACT INFORMATION**

In addition, we may use your contact information to market to you, and provide you with information about our products and services. If you decide at any time that you no longer wish to receive such information or communications from us, please follow the unsubscribe instructions provided in any of the communications.

### **LOG DATA**

When you visit the site, our servers automatically record information that your browser sends whenever you visit a website as Log Data. This Log Data may include information such as your IP address, browser type or the domain from which you are visiting, the websites you visit, the search terms you use, and any advertisements on which you click. For most users accessing the Internet from an Internet service provider the IP address will be different every time you log on. We use Log Data to monitor the use of the site and of our service, and for the site's technical administration. We do not associate your IP address with any other personally identifiable information to identify you personally, except in case of violation of the Terms of Service

### **THIRD PARTY SERVICES**

You may register for other services from our website. Certain products and/or services available on our site are provided to you in partnership with third party(s) and may require you to disclose personally identifiable information in order to register for and access such products and/or services (ie. Google Analytics). Such products and/or services shall identify the third party partners at the point of registration. If you elect to register for such products and/or services your personally identifiable information will be transferred to such third party(s) and will be subject to the privacy policy and practices of such third party(s). We are not responsible for the privacy practices and policies of such third party(s) and, therefore, you should review the privacy practices and policies of such third party(s) prior to providing your personally identifiable information in connection with such products and/or services.



## **SERVICE PROVIDERS**

We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, customer relationship, database storage and management, and direct marketing campaigns. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data. Global Currents never rents, sells, loans or otherwise gives donor data out.

## **LAW ENFORCEMENT**

We cooperate with government and law enforcement officials or private parties to enforce and comply with all applicable laws. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal processes (including subpoenas) to protect the property and rights of Global Currents or a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law.

## **BUSINESS TRANSFERS**

We may sell, transfer or otherwise share some or all of our assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.

## **Termination of Service**

You must provide thirty (30) days written notice of termination of your account. Global Currents reserves the right to terminate our agreement with you at any point and without advance notice.

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Organization

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Authorized Representative Name

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Authorized Representative Signature

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Date