

Service Level Agreement (SLA)
For COMPANY NAME.
by
GIVINGFRIDAYS PTE. LTD.

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Version	Date	Description	Author
1.0	?? MM YYYY	Service Level Agreement	

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Name	Role	Signed	Contact	Approval Date
GivingFridays Pte. Ltd.	?	Managing Director		Email: ? Phone: ?	DD MM YYYY
Company Name	Name	Designation		Email: ? Phone: ?	DD MM YYYY



Service Level Agreement

This Service Level Agreement (hereinafter referred to as the “**Agreement**”) is executed on this **DD** day of **MONTH, YEAR**

By and Between

GIVINGFRIDAYS PTE. LTD., a company registered under the laws of Singapore, having its registered address at 22 Sin Ming Lane, #06-76 Midview City, Singapore 573969, hereinafter referred to as the “**Company**”.

And

COMPANY NAME, (UEN ?), having its registered address at **ADDRESS**, hereinafter referred to as the “**Recipient**”.

(The Company and Recipient shall individually be referred to as “**Party**” and collectively be referred to as “**Parties**”).

RECITALS:

- A. The Company has developed a donation scheduling platform “Giving Fridays” (hereinafter referred to as the “**Platform**”) which connects eligible Donors to various Recipients, thereby providing them an option to make donations in favour of any Recipient that they deem fit and appropriate.
- B. The Recipient is a **(DESCRIBE THE NATURE OF YOUR ORGANISATION)** registered with **(LIST THE APPROVING BODY)**
- C. Through this agreement, the Recipient is seeking to on-board itself on the Platform and the Company is agreeing to do so on the terms and conditions stipulated under this agreement.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Definitions

“**Confidential Information**” means all sensitive personal and proprietary information of either Party, including but not limited to technical and non-technical information, financial information techniques, inventions, recipient information, recipient issues, ideas, marketing, patents, sales, trade secrets, trademarks, know-how, processes, apparatus, equipment, and formulae relating to the either Party’s current, future, and proposed products and services, as well as its supplier's products and services. Additionally, Confidential Information includes proprietary or confidential information of any third Party that may disclose such information to the Company or the Recipient within the scope of each Party's business.

“**Notice of Termination**” shall mean notice in writing in the prescribed format to be provided by the Party who terminates this Agreement.

“**Payment Gateway**” means PayPal or any other payment partner licensed and regulated under the laws of Singapore.

“**Platform fee**” means the payment payable by the Donor towards the maintenance work carried out by the Company for the platform.

“**Service(s)**” shall mean the services referred under **Schedule 1** below.

“**Terminating Party**” shall mean either Party to this Agreement who terminates this Agreement.

“**Third Party**” any party who is not a Party to this Agreement.

“**White-label**” shall mean that the Platform is integrated on the Recipient’s qualified domain name.

1. Grant of Service

- 1.1. The Company is agreeing to provide its services (**falling within Schedule 1 of this Agreement**) by on boarding the Recipient on the Platform, providing Recipient an access to its network of Donors. The Recipient will be provided an exclusive and non-transferrable access to a “User Account” which it shall use to receive all donations scheduled by the Donors in its favour. The relationship between the Parties shall be governed by this agreement, the general terms and conditions & privacy policy available on Company’s website (accessible at:
 - a. <https://givingfridays.com/terms-and-conditions/>
 - b. <https://givingfridays.com/privacy-policy/>
- 1.2. To provide its services, the Company has partnered with a Payment Gateway of its choice, keeping in mind the best interests of the Recipients and a smooth transaction flow within the platform. Recipients acknowledge and agree to allow the Payment Gateway to conclude its registration process and fulfil its KYC (Know Your Customer) requirements.
- 1.3. To provide its services, the Company has partnered with an Authentication and Authorization platform of its choice.
- 1.4. Upon the completion of the registration process, with the Payment Gateway the Recipient shall be required to complete the GivingFridays New Recipient registration form (**Schedule 2**) and submit the same to support@givingfridays.com. Recipient shall only be responsible to ensure the accuracy and correctness of the information provided by it.
- 1.5. The Company also agrees to provide its white-label services (**scope mentioned under Schedule 3 of this agreement**) subject to the Recipient completing the Platform White-label form (**See Schedule 3A**). Recipients will be required to apply for white-label in advance.

- 1.6. It shall entirely be Donor's responsibility to ensure that all donations are made to the intended and right recipient. The Company disclaims itself of any liability arising out of a mistake caused by the Donor.

2. Payment & Remuneration

- 2.1. The service is provided to the Recipient on an absolutely free of charge basis. Recipient shall not be liable to pay any consideration to the Company for the use of its service. The Payment Gateway shall charge the Recipient a nominal service fee payable towards processing the donation amount from Donor to the Recipient. However, the Company shall provide a "cover the fee" option for the Donor to cover the Platform Fee which shall be based on Donor's independent discretion to cover such fee or not.
- 2.2. Recipient can also allow the Donor to request a receipt for its donation made to the Recipient, provided that they meet the standard of minimum donatable funds. The Donor can request receipt by filling out the required information (such as name, email address and mobile no.) on the scheduler platform. Donor grants the right to the Platform to share its information with the Recipients. Donor shall be informed of Recipient's access to their information through applicable disclaimers and disclosures. Such information shall be provided in CSV format and once received will remain the responsibility of the Recipient under the PDPA and other applicable laws.
- 2.3. Both Parties shall accept the payment terms stipulated under *Clause 2.1* out of their own consent and free will and without any coercion or duress. Both Parties further agree and undertake to pay all taxes, Governmental fees, Regulatory Fees, Sur-charges, cess and any other expenses under the applicable law and shall remain independently liable to discharge their obligations before any Regulatory or Statutory or Judicial authority. In certain case, and Recipients belonging to a specific Institute of Public Character (IPC), the Donors can also be allowed to request for tax deduction. To request the tax deduction, the Donor shall be required to furnish certain information (such as Full name, NRIC, email address and mobile no.) on the scheduler platform.

3. Term & Termination

- 3.1. The Agreement shall remain valid until it is terminated by either Party. This Agreement shall be terminated without any legal and financial compensation whatsoever upon either party giving to the other party one (1) month written notice of intention to terminate the Agreement.
- 3.2. The Agreement may also be terminated upon either Party's instance with immediate effect if any of the situation in clauses (a) to (c) below appears to arise. The Terminating Party shall be required to furnish a Notice of Termination on or before terminating this Agreement and be required to address the same to the other Party if it:

- a. Commits a material breach of this Agreement which, if capable of remedy, it fails to remedy within thirty days after being given the written notice specifying full particulars of the breach and requiring it to be remedied;
 - b. Persistently breach any condition or this or a related Agreement executed by and between the Parties; and
 - c. Becomes dissolved and ceases to conduct all of its business or becomes unable to pay its debts as they fall due.
- 3.3.** Upon termination of this Agreement the Recipient, will immediately cease all use of the Service. After termination, Platform will remove all data in the Recipient account. The Recipient acknowledges, and agrees, that Platform is not obligated to retain the Recipient data after termination, and will delete the data after such time.
- 3.4.** Company reserves the right to (i) modify or discontinue, temporarily or permanently, the service (or any part thereof) and (ii) refuse any and all current and future use of the service, suspend, or terminate the account (any part thereof) or use of the service and remove and discard any Recipient content in the service, for any reason. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Recipient use of Service, may be referred to appropriate law enforcement authorities. Company shall not be liable to Recipient or any third party for any modification, suspension or discontinuation of the Service.

4. Representation and Warranties

4.1. The Company represents and warrants that:

- d. It shall provide its services to the Recipient on a best effort basis and shall consistently endeavour to ensure that it could assist the Recipient in receiving donations. However, this shall not be construed as a guarantee of any kind.
- e. The Company shall solely use all such information that the Recipient provides strictly for ensuring the completion of its scope of service under this Agreement and for no other use, commercial or otherwise, except as otherwise provided under this agreement.
- f. It holds no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with undertaking a relationship with the Recipient.
- g. The performance of the services under this Agreement do not and will not in future violate any applicable law, rule or regulation for the time being in force.
- h. The performance of services under this Agreement does not and will not in future violate any proprietary or any third-party rights.
- i. The Company is fully authorized and capable of entering into this Agreement and is regulated under the laws applicable within the territory of Singapore.

4.2. The Recipient represents and warrants that:

- a. At all times it shall provide true and accurate information to the best of its knowledge and belief to the Company and Payment Gateway for the satisfactory discharge of its service.

- b. At all times it shall provide true and accurate information to the best of its knowledge and belief to the Donors making donations. It shall grant a right to the Platform to delete any information that is incorrect or is in violation of this Agreement or is found to be in breach of any applicable laws for the time being in force.
- c. It provides the Company and the Payment Gateway with a non-exclusive and non-transferrable access to such information that the Company requires for an effective and satisfactory discharge of its services under this Agreement.
- d. It agrees and acknowledges to list its legal name on the Company's website.
- e. It agrees and acknowledges to allow the Company to market, promote, quote and list the Recipient and its representative on Platform's website, and also carry out cross marketing, branding and promotion to leverage on Company's offerings to Recipient's revenue.
- f. It agrees and acknowledges to allow the Company to use its QR Codes/links on Company's website for direct scheduling.
- g. It discharges and holds harmless the Company from any liability that may arise from the production of incorrect or inaccurate information referred under Clauses above.
- h. It discharges and holds harmless the Company from any third-party liability including the Payment Gateway's liability.
- i. It holds complete legal power, authority and capacity to enter and execute this Agreement with the Company.
- j. It holds no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with undertaking a relationship with the Company.
- k. Its receipt of the services under this Agreement do not and will not in future violate any applicable law, rule or regulation for the time being in force.
- l. Its receipt of the Services under this Agreement do not and will not in future violate any proprietary or any third-party rights.

5. Disclaimer & Limitation of Liability

- 5.1. The Recipient understands that except as otherwise provided by law, the Company or any of its officers, partners, directors (or other key managerial personnel), employees, associates and representatives etc. shall not be held liable for any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to lawyer's fees, and court expenses, incurred or arising from any decision or other action taken or omitted by the Recipient in good faith upon an advice provided by the Company with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under similar circumstances.
- 5.2. Company's service(s) are provided on a "as is" basis, without warranty of any kind, either express or implied.

- 5.3. The Company or any of its officers, partners, directors (or other key managerial personnel), employees, associates and representatives etc. shall not be held liable for any losses arising from adhering to the instructions of the Recipient or any inaccurate or incomplete information provided by the Recipient, related to its business needs, goals and objectives.
- 5.4. Except as otherwise provided by the laws, the Company, and any of its employees, affiliates, representatives or agents acting in good faith, shall not be held liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including but not limited to, the act and/or omission of third parties or other professionals or third party service providers recommended to the Recipient by the Company.
- 5.5. The Recipient agrees to immune the Company against any loss of future revenue that they may face upon a cancellation of their registration with us or if the registration is revoked by us for having a reasonable cause to do so. Please note that we shall not take any accountability to transfer or arrange to transfer the existing donation schedule to a Recipient. All future donations scheduled in favour of a Recipient will stand cancelled with immediate effect.

6. Confidentiality

- 6.1. Both Parties agree and undertake to keep all sensitive and proprietary information (*Confidential Information*) exchanged during the term of this Agreement or otherwise as confidential at all times.
- 6.2. **Clause 6.1** above shall remain subject to reasonable exceptions, and Parties shall be obligated to provide Confidential Information only;
 - a. Where required by law, an order of Court or according to receipt of any order from a Governmental or Regulatory body, The revealing of the Confidential Information shall only be limited to that part of the disclosure of Confidential Information which is asked under any applicable laws or by the Regulatory body and shall be provided pursuant to receipt of a prior written permission from the disclosing Party;
 - b. Upon a request made by any of its employees, officers, sub-contractors, representatives or advisers (“Related Parties”) who need to know such information as a pre-requisite to discharge their obligations under this Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
 - c. Where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the Party or any of its employees, officers, sub-contractors, representatives, or advisers); or
 - d. Where the information was available or known to it on a non-confidential basis before being disclosed under this Agreement.

7. Intellectual Property Rights

- 7.1. The Recipient agrees and acknowledges that the Company's service may contain content or features protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Unless expressly authorized by the Company, Recipient agrees not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the content thereof, in whole or in part, except for its own that it legally provides to the Company. The Recipient shall not engage in or use data mining, robots, scraping, or similar data gathering or extraction methods in connection with its use of the Company's service.
- 7.2. Any unauthorised usage of content protected under **Clause 7.1** by the Recipient without the express consent of the Company shall amount to a breach of its Intellectual Property rights and be actionable under law.

8. Indemnity

- 8.1. Each party shall indemnify and hold the other party harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts, or acts of misappropriation of funds, fraud, provision of misleading or incorrect information, failure to act or breach of any applicable law for the time being in force by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible or intangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defence of such action, and sole authority to defend or settle such claim.

9. Force Majeure

- 9.1. Neither Party shall accept any liability for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause being beyond its reasonable control or be in the nature of a Force Majeure.

"**Force Majeure**" events include but does not limit to failure, internet service provider failure, acts of God, epidemic, pandemic, Covid-19 pandemic, Covid-19 vaccinations, civil unrest, fire, flood, droughts, storms, earthquakes, the collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental actions, any law or action taken by a Government or public authority, including without limitation imposing an export-import restriction, quota or prohibition, or any other event that is beyond the control of the Party in fault.

10. Dispute Resolution & Governing Law

- 10.1.** Any disputes arising between the Parties shall be first amicably resolved between the Parties by way of mediation and negotiation wherein the Parties shall strive to mutually resolve the dispute arising between them. If any such dispute is failed to be resolved between the Parties, then such dispute shall exclusively be adjudicated before the Courts of Singapore.
- 10.2.** This Agreement shall be governed by the laws of Singapore.

SCHEDULE 1

Scope of Service

1. Providing Recipient an account with the Platform.
2. Providing Recipient with a platform which shall allow Donors to schedule Donations in their favour.
3. Providing notifications to Recipient's on Donor's transactions.
4. Conducting due-diligence on Donors & Recipients and effectively on boarding the Recipients on the platform (by the Payment Gateway).
5. Connecting and approving Recipient's authorised user with Recipient's name and with Recipient's Payment Gateway account.
6. Unlocking Recipient real-time dashboard to Recipient's authorised user.
7. Providing Recipient (who are an IPC) the ability to extract mandatory information for donor's tax deductions.

Recipient accounts setting shall include the following features;

1. Allowing donors to request for receipt(s).
2. Set the minimum amount prior to issuance of receipt.
3. Create donation purposes.

Recipient Dashboards shall include the following features;

1. Export transaction as CSV
2. Donation transaction summary (quick view) for the current month.
3. Trends selection by year.
4. Download charts
5. Forecasted grand total, successful, pending, failed and cancelled transactions for the year(s).
6. Monthly transaction.
7. Accumulative transaction.
8. Rolling projection for the next 12 months
9. Successful transactions
10. Pending transactions
11. Cancelled transactions
12. Failed transactions

SCHEDULE 2

New Recipient Registration Form Rev 001 (06-2022)

1	Registered Legal Name:	To appear on the platform
2	PayPal login primary email:	As per your email used to login to your PayPal account
3	GivingFridays' User email:	As per your email used to login to your GivingFridays account
4	IPC status (live or not applicable):	Yes or No (period from ? to ?)
5	Bank	?
6	Bank account name	?
7	Bank account number	?



**Name & Signature of
Authorised Signatory**

Designation

Date



**Name & Signature of
Authorised Signatory**

**Designation
(Next level)**

Date

Instruction:

1. This name will be used in our drop down list of recipients.
2. The email you use to log in to your organization's PayPal account. We will use this email and associated merchant ID to verify your connected PayPal account during the online onboarding process. It is important to maintain this email during your agreement with us, changing this email in the future will cause all current and active donations (under the previous email address) to fail as the donor's billing token will no longer be executable.
3. Please go to <https://app.givingfridays.com/auth/signin>, this is the email that you use to register your organization with the platform. This email will have admin rights and full access to your organization settings and dashboards. We encourage you to have a user email that is not a personal email.
4. Please provide your IPC status where applicable.

Please submit the form to support@givingfridays.com

SCHEDULE 3

Scope of Service (White Label)

1. In addition to scope of service provided in Schedule 1, providing the Recipient with a white-label service.
2. The Platform will be placed under a qualified domain name provided by the Recipient (See Schedule 3A).
3. User registration will leverage on the Platform's Authentication and Authorization services provided by Auth0 or equivalent.
4. The drop down "all recipients" selection list, will not be available. Donors can only schedule to the Recipient.

SCHEDULE 3A

White Label Form Rev 001 (09-2022)

1	Fully qualified domain name for white label placement:	Example https://give.yourname.com/ https://schedule.yourname.com/ https://givingfridays.yourname.com/ ?



**Name & Signature of
Authorised Signatory**

Designation

Date



**Name & Signature of
Authorised Signatory**

**Designation
(Next level)**

Date

Instruction:

1. This sub domain is where we place the GivingFridays application. *Please set up the DNS as such; CNAME schedule cname.vercel-dns.com.* If you require assistance, please contact us and our tech team will support you.

Please submit the form to support@givingfridays.com