

## **SCHEDULE TO THE TERMS OF USE FOR CHARITIES WHERE CLIENT IS COLLECTING ON BEHALF OF CLIENT CHARITY**

### **Parties**

MODICA GROUP LIMITED ("Modica", "we" or "our") a duly incorporated New Zealand Company 1841108, with their registered offices at Duncan Cotterill, Chartered Accountants House, 50 Customhouse Quay, Wellington, 6011, New Zealand

and

XXXXXX ("Client", "you" or "your") with their registered offices XXXXXX, company number XXXXX, collecting funds on behalf of:

XXXX Charitable Trust ("Client Charity") of XXXXX, charity registration number XXXX.

### **Schedule**

- A. Modica has the capability, through its OMNI Platform to provide the Client with a charities collection service enabling the Client to collect charitable donations from its Customers via Modica's mobile services on behalf of Client Charity.
- B. The Client has appointed Modica and Modica agrees to provide the Services outlined in this Schedule pursuant to the terms of this Schedule and the Terms of Use (together your "Agreement").
- C. Capitalized terms used in this Schedule shall have the meanings given to them in the Terms of Use, unless specified otherwise in this Schedule.

### **Services**

#### **1. Term for Services**

- 1.1. Terms of either one (1) calendar month, three (3) calendar months or twelve (12) calendar months are available for the period of the Service. Extension of Services or change of term for Services is at Modica's sole discretion.

#### **2. Fees**

- 2.1. Fees are in accordance with the Fee Schedule, as updated from time to time in accordance with Clause 4.5 of the Terms of Use.

#### **3. Currency**

- 3.1. All fees paid to us by Client will be in NZ dollars.

#### **4. Credit Reference Check**

- 4.1. Modica may perform a credit reference check on the Client or require a third party credit reference agency to do so at Modica's discretion. Modica may, at its discretion, withdraw the offer for Services on the basis of the credit reference check results.

**5. Payment terms**

- 5.1. Payment is due by the 20th day of the month following the invoice issue date. In the event that any payment due is not paid on the due date, Modica shall be entitled to charge a flat rate of \$150 for late payment charges. Additionally, if the Client has not made payment by the due date, Modica has the right to withhold remittance of the donation funds collected until full payment is made.

**6. Connection**

- 6.1. On and from the Service Commencement Date we will supply you a Connection or access to our systems. You will use the Connection only for the purpose of sending and receiving Messages in accordance with and subject to the terms of your Agreement.
- 6.2. Where Content is not delivered by the Mobile Network Provider for any reason we will endeavor to advise you that the Content was not delivered, but are not obliged to do so.

**7. Codes**

- 7.1. You may request shortcodes for the sending and receiving of messages, and we may, at our discretion, allocate to you a Short Code.
- 7.2. All shortcodes will remain the property of the Mobile Network Provider at all times. shortcodes may not be assigned or transferred without our written consent (which may be withheld at our discretion). The allocation of any shortcode will cease on the termination of your Agreement and you may request the transfer of a short code to another provider which we will agree to subject to your account being up to date.
- 7.3. If during any period of seven (7) consecutive days a shortcode is not used by Customers more frequently than five (5) times per day, we may withdraw the allocation of that Short Code.
- 7.4. You may use the shortcode for the period allocated to you for that short code and you must advertise the end date of your charity campaign in your advertising to Customers.
- 7.5. A one month stand down period applies for each shortcode enforced by the Mobile Network Providers in which the shortcode cannot be used.

**8. Donations**

- 8.1. Modica will send a response sms to the donating Customers, free of charge, acknowledging receipt of donation.
- 8.2. Donations are collected by the relevant Mobile Network Operator and once paid to Modica will be held in a dedicated bank account by Modica. At the end of each month the Client Charity will receive a remittance from Modica advising of the total donations received in that calendar month based on the data provided by the relevant Mobile Network Operator.

- 8.3. Payment of the donations to the Client Charity will be made as soon as possible after the end of the month. Client and Client Charity acknowledge that the donations can only be made to Client Charity after the relevant Mobile Network Operator has made payment of the donations to Modica.
- 8.4. Donations sent to Modica after the end of the advertised date of the charity campaign may be made to any other registered charity in New Zealand as determined by Modica management.
- 8.5. Modica is not responsible for any refund of donations, during the live period of the shortcode as the donations are paid direct to the Mobile Network Operator and are held by them until the end of the relevant period. However, Modica will provide all reasonable assistance to our Clients, the Client Charity and their Customers upon proof of payment by that Customer in requesting a refund from a Mobile Network Operator if the Client, the Client Charity or their Customer believes a mistake has been made in payment.

## **9. Service Levels**

- 9.1. Modica will provide helpdesk assistance for these Services on a Business Hours basis as detailed on our website. If increased support is required the Client must sign up to our separate support Service 24x7 Support.

## **10. Our Responsibilities**

We will endeavor at all times to:

- Supply the Service as described on our website
- Supply connectivity to Mobile Network Providers
- Provide accounts to access the mobile applications to allow you to use the Service
- Apply for, and manage Short Codes from Mobile Network Providers (where required).

Exclusions:

- We are unable to extract data from your systems and applications. You must provide us with data as requested by us.
- We are not responsible for the actions or omissions of Mobile Network Providers such as Message throughput, rates or delivery.
- We are not responsible for providing Clients or Client Charities with legal or taxation advice relating to the Services.

## **11. Client Obligations**

- Supply true and correct information and Subscription Data
- Never use the donation shortcode to push messages via text
- Ensure all collateral promoting the call to action and/or Donation service communicate the costs clearly to potential donors
- That your terms and conditions clearly define the cost of each text message sent to the shortcode and where donors can request a tax receipt
- Where a service is being sponsored by a 3rd party, ensure an approved representative from the Client Charity also signs the Service Schedule.

## SERVICES

Modica will provide the following donations Service to Client as specified in the URL:

<https://confluence.modicagroup.com/display/SC/Donations>

FEE SCHEDULE	1-Month Service	3-Month Service	12-Month Service
Dedicated Charity Code	Yes	Yes	Yes
Access to OMNI Dashboard	Yes	Yes	Yes
Number of keywords	Unlimited	Unlimited	Unlimited
Payment Cycle (to Charity)	Monthly	Monthly	Monthly
Reporting (additional cost)	Yes	Yes	Yes
Business Hours Support	Included	Included	Included
Tax Receipt Support	No	No	No
Target MSG Volume	334+ Messages	667+ Messages	1,834+ Messages
Cost for Services	\$1,000 (plus GST)	\$2,000 (plus GST)	\$5,500 (plus GST)
<b>Acceptance of Services &amp; Fees</b>			
<b>Full Name (Charity Rep)</b>		<b>Full Name (Sponsor)</b>	
Title		Title	
Signature		Signature	
Date:		Date:	
Chosen option	xx Month(s)	Costs	
Campaign Start Date:		Campaign End Date:	
*GST will be added to your invoice when issued. Extending/Changing services may incur additional fees.			