

BANK OF BILLYCHIP TERMS AND CONDITIONS

Welcome to The Bank of BillyChip, an online portal supporting the BillyChip social enterprise. These Terms and Conditions ("Terms") govern your use of The Bank of BillyChip portal ("Portal") and the Investment program for BillyChip ("BillyChip") via our online system. By accessing or using the Portal, you agree to comply with these Terms and our Privacy Policy. Please read these Terms carefully before using the service.

1. Agreement

These Terms and Conditions apply between you, the User of this online web portal (including any sub-domains, unless expressly excluded by their own terms and conditions), and the owner and operator of this web portal. Please read these Terms carefully, as they affect your legal rights.

2. Responsibilities

BillyChip CIC Will:

- Feature the Registered Investors brand on our website and social media platforms.
- Periodically circulate a newsletter/updates regarding the performance of the BillyChip project and how donations have been administered.
- Retain ownership of the BillyChip item (the chip) at all times.
- Not be responsible or held liable for any damage or harm caused by the misuse of BillyChip beyond its intended use as a currency for barter.
- Not be liable for any tax obligations the Investor may have in relation to HMRC regulations.

The Registered Investor Organisation Will:

- Provide an agreed fixed level of financial support through a monthly donation.
- Provide an agreed level of financial support for a minimum of 12 monthly consecutive donations.
- Periodically agree to support social media campaigns highlighting your organisation's support of the Bank of BillyChip.
- Pay all donation invoices in the agreed time scales.

- Support organisations and partners to fulfil staff engagement initiatives, through volunteer work, employee support schemes and any associated social media, press or marketing activities.

3. Termination

Either party may terminate this Agreement by providing 30 days' written notice. All outstanding monies owed for the signed period of 12 months must be paid in full during this notice period.

4. Definitions

- **The Bank of BillyChip:** The online portal provided by BillyChip CIC for the storing, allocation, and distribution of BillyChip.
- **BillyChip:** A digital or physical token requisitioned or purchased via the Portal, redeemable by qualifying individuals for essential items at participating outlets.
- **Investor:** An individual, group, or organisation purchasing BillyChip to support the BillyChip initiative.
- **Registered Charity, Outreach Service, and Public Sector Organisation:** Entities granted access to requisition BillyChip for distribution to qualifying individuals.

5. Eligibility

You must be at least 18 years of age or have the legal capacity to enter into binding agreements to use the Portal. By using the Portal, you represent and warrant that you meet these requirements.

6. Distribution of BillyChip

- **Eligible Recipients:** Registered charities, outreach services, and public sector organisations distribute BillyChip to qualifying individuals within their service areas. These organisations must request BillyChip through bespoke cloud-based software provided by BillyChip CIC.
- **Redemption:** Qualifying individuals can redeem BillyChip at participating outlets for essential items, such as takeaway food, drinks, clothing, dog food, and other goods as determined by the outlet excluding any licensed products.
- **No Cash Value:** BillyChip has no cash value and cannot be exchanged, refunded, or swapped for cash, vouchers, or other forms of currency beyond the participating outlets.
- **Distribution Algorithm:** The Bank of BillyChip uses tailored software algorithms to determine the volume and frequency of BillyChip distributions to qualifying organisations.

7. Participating Outlets

- **Outlet Participation:** Outlets must sign up for the scheme and agree to its Terms and Conditions before accepting BillyChip. A list of participating outlets will be available on The BillyChip website.
- **Store Limitations:** Some outlets may impose restrictions on the products or services that can be redeemed with BillyChip. These limitations will be clearly communicated by participating outlets.

8. Use of BillyChip

- **Non-Commercial Use:** BillyChip is intended solely for charitable purposes and cannot be used for commercial, resale, or profit-driven activities.
- **Monitoring:** BillyChip CIC reserves the right to monitor usage and distribution to ensure compliance with these Terms and may suspend or terminate accounts that violate them.

9. Privacy and Data Protection

- **Data Collection:** By using The Bank of BillyChip, you agree that we may collect, store, and process your personal data as outlined in our Privacy Policy. This includes information provided during registration, distribution, redemption, and other interactions with the platform.
- **Data Sharing:** We may share information with third-party partners such as payment processors, participating stores, and distribution organisations for the purpose of fulfilling the objectives of BillyChip.

10. Limitation of Liability

- **No Warranties:** The Bank of BillyChip and BillyChip CIC make no guarantees regarding the functionality, availability, or reliability of the platform. We do not guarantee that BillyChip will be accepted at all participating outlets or that the desired goods will always be available for redemption.
- **Limitation of Liability:** BillyChip CIC will not be liable for any damages, losses, or injuries arising from your use of The Bank of BillyChip, including but not limited to issues related to redemption, store participation, or technical difficulties.

11. Indemnity

You agree to indemnify and hold harmless BillyChip CIC, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising from your violation of these Terms, misuse of BillyChip, or failure to comply with applicable laws.

12. Termination

BillyChip CIC reserves the right to terminate or suspend your access to The Bank of BillyChip at its discretion, including but not limited to instances where you violate these Terms, engage in fraudulent activity, or misuse the platform. Upon termination, your access to the platform may be immediately revoked.

13. Changes to Terms and Conditions

BillyChip CIC may update or modify these Terms from time to time. Any changes will be posted on this page with an updated “Effective Date.” By continuing to use the Portal after any changes, you accept the modified Terms.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of England, Scotland, Ireland and Wales. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in England, Scotland, Ireland and Wales.

For any questions or concerns regarding these Terms and Conditions, please contact us at [**accounts@billychip.com**](mailto:accounts@billychip.com).