

## **1 Operation of the Locab's website**

1.1. We will operate the Locab's website to enable donors to make donation or payments to locab account by credit and debit card for charity activity and supports to poor people in Cambodia as donors saw and interested to support them as individual or community. Donation to promote using clean energy, protect environment and clean energy for sustainable development. The donation can be made to the Locab's account in CANADIA BANK through website by donors either a fundraisers, individual, or groups who wish to donate to locab's activities or donations as a gift or in kind like solar home for lighting and solar pumps and others things for charity purpose. The locab will not accept donation for any political party supports and other non-charity fund.

1.2. We will process credit and debit card payments / donation through Canadia Bank and using Canadia Bank's merchant acquiring bank arrangements. Although we provide the service without charge, you must pay for the credit and debit card charges we incur in processing donations made to you, and these will be deducted from payments we make to you without any fee or commission being added by us.

## **2 Donation/Payments**

2.1. Any chargebacks or other amounts rejected by the merchant acquiring banks for whatever reason will be referred back to you. Any amounts due in respect of chargebacks will be deducted from donation or payments we make to you, and you agree to pay to us any shortfall if there are insufficient funds due to you to cover the amount outstanding. Donors must decide clearly before his/her/ their donation made to avoid conflict after donation.

## **3 Data protection**

3.1. If a donor subsequently asks for their details to be removed from the Locab website we will delete their personal data from the Locab website records. You agree to regularly update your own records and also to only use the Locab records applicable to you in respect of any donor personal information captured using the Service to ensure that you do not contact donors who have withdrawn their consent to be contacted by you.

3.2 Both parties agree that they act as a Data Controller in respect of any donor personal data which they process in connection with the provision and receipt of the Service and we both agree to comply with our respective obligations under the Data Protection Act 1998 and any other data protection, privacy or similar laws in connection with any donor or other personal data which may be processed by either party during the operation and use of the Service. You agree to provide us with such help and co-operation as is reasonably necessary or requested by us to enable compliance with this Clause.

## **4. Content provided**

4.1. Any content which you post on the Locab website or which you post on your website must not contain illegal material or link to material which is illegal wherever it is hosted, nor be defamatory, obscene or offensive to others on any grounds.

4.2. If you believe content that is posted by other users on the Site is of a defamatory nature you may contact us using the “Contact Us” link provided. If after investigation we agree that the content is defamatory we will remove that content within 48 hours of receiving your complaint.

## 5. Trademarks

5.1 The name ‘Locab’ and the Canada Bank logo and any other product and service names that we may present on the Locab website from time to time may not be used in connection with any product or service that is not Canada Bank’s, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit Canada Bank. Other trademarks, service marks or logos that appear on the Locab website, in particular (but not exclusively) those of other member charities, are the property of their respective owners and are likely to be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of both Canada Bank and the trade mark owner.

5.2 As We agree that you may use the name ‘Locab’ and the Canada Bank logo and any other of our product and service names that we may present on the Locab website from time to time in connection with your participation with Locab including, with our prior written consent, in respect of promotional materials you may publish from time to time, and subject at all times to compliance with the Canada Bank Brand Guidelines.

5.3 You agree to permit us to use your name and logo in respect of your participation in the Service including, with your prior consent, in respect of promotional materials we may publish from time to time.

## 6. Copyright

All content on the Locab website is owned by Locab, our member charities, or other original providers, and is protected by the applicable intellectual property and proprietary rights and laws. You may copy content for your own personal, non-commercial use provided you do not alter it or remove any copyright, trade mark or other proprietary notice. No other use of the Locab website’s content is permitted without the express prior permission of Canada Bank, and, where applicable, the copyright holder.

## 7. Changes to the Service

We will make every effort to ensure that the service and the Locab website and other services are available continuously, but reserve the right to modify, suspend or discontinue all or any part at any time with or without notice. Unless specifically exempted, any new features, services or software applications introduced shall be subject to these terms of service.

## **8. Suspension of the Service**

8.1 if we are made aware, or given reason to suspect, that you or the service is or may be being used for illegal or fraudulent purposes, we reserve the right at our sole discretion to stop immediately and without notice suspend or permanently deny your access to all or part of the Locab website .We remove your details from the Locab website without notice and make further investigation. Any funds donated will be held in trust. The funds will be not paid to donors.

## **Notices**

Notices referred to in these terms of use should be made in writing. You should send any notices by first class post to the address currently indicated on the Locab website and we will send any notices to the address you provide on registration.

## **10. Disclaimer**

10.2 We reserve the right to withdraw the Locab's website and any associated services from any public access at any time at our complete discretion.

## **11. Governing Law**

These terms of use are governed by Cambodian law and are subject to the exclusive jurisdiction of the Cambodian courts.

## **12. Third party rights**

A person who is not a party to these terms of service has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms of use.