
CRAFTIER LTD

Terms and Conditions of Service

(last amended: 3 October 2023)

1. What does Craftier do?

Craftier is an on-line service which allows private Lodges and Chapters in England and Wales registered under the relevant bodies (as defined below) to collect responses to and payments for events, such as dinners ("**Services**").

2. General terms applicable to all users

- 2.1 In this document, a "**Unit**" means a private Lodge registered under the United Grand Lodge of England as defined in its Constitutions, or a private Chapter registered under the Supreme Grand Chapter as defined in its Regulations, or a Lodge or Chapter registered under either the Honourable Fraternity of Ancient Freemasons or the Order of Women Freemasons as defined in their respective regulations. In limited circumstances as described below, other connected organisations may also be able to register as a Unit, only by prior agreement with Craftier.
- 2.2 This document sets out terms and conditions which relate to the Services provided by Craftier Ltd ("**Craftier**", "**we**", "**our**", "**us**") to its users ("**Attendees**", "**Units**", "**Administrators**", "**you**", "**your**"). Terms relating to each category of user are set out in discrete sections of this document.
- 2.3 The provision of Services by us to our users and our users' use of Services provided by us, are subject to the terms and conditions set out in this document. By accessing or using our Services you are agreeing to these terms and conditions. Please do not access or use our Services if you do not agree to these terms and conditions.
- 2.4 The Services provided by Craftier may be modified at any time without prior notice. This includes withdrawal / termination by Craftier of any or all such Services.
- 2.5 Craftier reserves the right to grant, withdraw, or deny use of its Services to any user or users at any time without prior notice including (but not limited to) if:
- 2.5.1 you violate or breach these terms and conditions or any other agreement between you and us; or
 - 2.5.2 you misuse or abuse the Services, or use the Services in a way not intended or permitted by us.
- 2.6 We reserve the right to change these terms and conditions from time to time and your continued access to or use of our Services following such a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether these terms and conditions have been changed. If you do not agree to any change to these terms and conditions you must immediately stop using the Services.
- 2.7 These terms and any disputes or claims arising out of or in connection with it or its contents will be governed by English law only, and the English courts shall have exclusive jurisdiction to determine any and all disputes or claims in relation to it. Please note if you are a party to these terms in an individual capacity, you may also bring proceedings in UK home nation in which you reside.

3. How does Craftier fit in?

- 3.1 We are not the creator, organiser or owner of the events listed using the Services. Our Services allow the Unit to manage Attendees (as defined below) and payments of their events. Our payment services are handled by Stripe as set out below.
- 3.2 When hosting an event, the Unit is solely responsible for ensuring that its event and any page displaying an event complies with any applicable laws, rules, and regulations, and that the goods and services are delivered in a satisfactory manner.

4. Privacy and use of personal data

- 4.1.1 We are committed to protecting personal data that is provided to, or collected by, us through the provision of our Services.
- 4.1.2 When processing personal data that we obtain through our provision of the Services, we do so as a 'data processor' under the UK General Data Protection Regulation and the Data Protection Act 2018.
- 4.1.3 Where we act as a data processor in relation to your personal data, we will:
 - (i) process it only on your lawful written instructions; (ii) implement appropriate measures designed to ensure its security, including by imposing confidentiality obligations on relevant personnel; (iii) transfer it only to sub-processors under a written contract which imposes obligations consistent with those in this clause 4.1.3 (and you authorise us to transfer your personal data to them); (iv) provide you with reasonable assistance in carrying out any legally required data protection impact assessments, complying with the rights of data subjects and complying with your own data security obligations under applicable data protection legislation; (v) notify you without undue delay after becoming aware of a breach in respect of it; (vi) on your request either return or destroy it when the agreement ends; and (vii) on your written request, provide you with reasonable information necessary to demonstrate our compliance with this clause 4.1.3, which may include any available third party security audit reports.

5. Specific terms applicable to Attendees

- 5.1 This section sets out the terms and conditions between 1) Craftier; and 2) an individual wishing to submit an event response and/or payment to a Unit, referred to in this document as an **"Attendee"**. In this section, **"you"** refers to the Attendee. For the avoidance of doubt, "Attendee" includes individuals submitting apologies as well as individuals submitting an affirmative response to the event and/or payment.
- 5.2 By using our Services, you acknowledge that Craftier will collect, store, and process your personal data, including but not limited to your name, email address, telephone number, and any other details you provide to us. You also agree that, in cases where you provide to us any personal data relating to another person, such as your guest(s), or any other person(s) on behalf of whom you make a booking, you will obtain any necessary authority for us to use that data in accordance with these terms and conditions, and you will ensure that the guest has been given necessary information regarding its use.
- 5.3 We transfer your personal data onto the Unit to which you are submitting a response and/or payment to so that it can administrate its event. For terms relating to data held by a Unit, please contact the relevant Unit.

- 5.4 We will retain the personal data you provide to us for as long as the Unit to which you are submitting the response and/or payment remains registered with us and for seven years after this, or for as long as you remain registered with us if you choose to do so (please see below), whichever is longer. Thereafter, we anonymise and retain data permanently for statistical analysis and to improve our software.
- 5.5 Each time you use the Craftier website to submit a response and/or payment, you may choose the option to log in. On your first login, the details you provide to us will be registered and saved. If you choose to log in on a subsequent occasion, your details will be retrieved automatically and used to automatically complete the fields on the respective event form. You may view your past responses using the “View my booking” feature via the homepage, and you may also deregister using this feature. You agree that if you choose to register / login, we will process your data for these reasons and in this way. You understand that if you choose to register / log in, we will verify your identity using your mobile telephone number which we will provide to our SMS provider, Twilio. Please see Twilio’s website for terms and conditions relating to their services (<https://www.twilio.com/>).
- 5.6 When you create an account with us or use our Services you must provide us with accurate information and agree to the following:
- 5.6.1 You must be at least 18 years of age, or the legal age of majority where you reside, to use the Services;
- 5.6.2 You must provide accurate, current, and complete information about yourself, or if you are using the Services on behalf of another guest, that guest; and
- 5.6.3 You will immediately notify us of any unauthorised use of your password or account, or any other breach of security. You are responsible for any activities that occur under your account.
- 5.7 You understand that we charge Units a service fee for use of our Services, and that this service fee will be included in the amount advertised to you on the page dedicated to the event which you are booking. You understand that the relevant Unit has agreed to our service fee being charged, and you understand that our service fees are charged per person and not per booking.
- 5.8 When using our Services, you may need to provide payment details to our payment provider. Our payment provider is Stripe. Please see Stripe’s website for terms and conditions relating to their services (<https://www.stripe.com/>). Your payment details are not stored on our servers and are only processed by Stripe. If you request us to save your payment details for future bookings, those payment details will be held by Stripe. By agreeing to our terms and conditions, you understand that we do not handle your money and / or process any refunds. If you wish to request a refund, please contact the Unit directly.
- 5.9 By using our Services, you accept that we will not be liable for any adverse or detrimental effect to you or to anyone else whose details you provide to us, whether or not such effect arises by our act or omission, or by the act or omission of any of our representatives, agents or affiliates with whom you do not have separately agreed terms, or by your act or omission, or that of anyone else whose details you provide to us, or that of the Unit arranging the event you are booking, or anyone acting on its behalf.

6. Specific terms applicable to Units

- 6.1 This section sets out the terms and conditions between 1) Craftier; and 2) a Unit wishing to collect event responses such as for dinners, and/or payments made in this respect. In this section, “it” or “you” refers to the Unit.
- 6.2 In order to use our Services, a Unit must be registered on the Craftier website by an authorised individual or individuals associated with that Unit. For terms and conditions relating specifically to those authorised individuals, please see below "Specific terms applicable to Administrators". By registering on the Craftier website, the Unit agrees to these terms and conditions.
- 6.3 In order for a Unit to register for use of our Services, it must be a private Lodge registered under the United Grand Lodge of England as defined in its Constitutions, or a private Chapter registered under the Supreme Grand Chapter as defined in its Regulations, or a Lodge or Chapter registered under either the Honourable Fraternity of Ancient Freemasons or the Order of Women Freemasons as defined in their respective regulations. See <https://www.ugle.org.uk/>, <https://www.hfaf.org/>, <https://www.owf.org.uk/> respectively. We will confirm that your Unit is registered under the relevant body before enabling your account. After this confirmation we may require you to upload verification documents. You may also be required to submit details to our payment provider, Stripe, before they are able to process any payments. If there is prior agreement by Craftier, an organisation directly associated with a Lodge or group of Lodges, or directly associated with UGLE or SGC or HFAF or OWF in some other way, may in limited cases be allowed to register as a Unit. An example of this may be a local or regional young masons' organisation, or a Universities' Scheme, or a Grand Festival. Regardless of whether or not an organisation falls within the scope of these particular examples, the final decision regarding whether or not such an organisation will be eligible to register as a Unit will remain with Craftier, and Craftier reserves the right to grant, withdraw, or deny use of its services to any user or users at any time without prior notice. In cases where Craftier decides to grant use of its services to such an organisation, all of the terms in this document will continue to apply, and the term Unit will refer to that organisation.
- 6.4 By using our services you acknowledge that Craftier will collect, store, and process your data, including but not limited to verification documents, your Unit name, Unit number, bank account number, sort code, and to the extent that it is not covered by the section below entitled "Specific terms applicable to Administrators", any personal data relating to individuals acting on your behalf. You agree to us sharing this data, including but not limited to your bank statement, to our payment provider Stripe, so that payments can be delivered to your bank account.
- 6.5 We will retain this data for as long as you remain registered with us and for seven years following this. Thereafter, we anonymise and retain data permanently for statistical analysis and to improve our software.
- 6.6 By using our Services, you understand that we collect data from Attendees (and from Administrators) which we will pass on to you. You are responsible for processing personal data provided to you in respect of Attendees (as defined above) through use of our Services for events you organise. The Unit will be the ‘data controller’ under the UK General Data Protection Regulation and the Data Protection Act 2018 in respect of such personal data relating to Attendees (and in respect of personal data relating to Administrators). Where you provide us data relating your Unit's members, you will be responsible for ensuring its accuracy, and for obtaining any necessary authority for us to use that data in accordance with these terms and conditions,

including authority for us to use that data to contact your members with details of your events. You will ensure that your members have been given necessary information regarding its use.

- 6.7 By using our Services, you understand that we collect service fees. You agree that when you specify an amount for an Attendee to be charged for an event ("**Event Cost**"), a service fee as set out on the Craftier website ("**Service Fee**") will be added to that amount and the Attendee will be charged the total amount ("**Total Cost**"). For clarity, we will always display to you the Total Cost that will be advertised to Attendees when you are setting up an event on our website. You understand that different event prices or event categories may incur different service fees, and that service fees are charged per person, not per booking. You agree to service fees being charged in this matter and understand that service fees are charged to Units, and not to Attendees. We reserve the right to alter our prices and/or pricing structure for service fees. If we do so, we will inform you by email at least two weeks in advance.
- 6.8 Our payment provider is Stripe. Please see Stripe's website for terms and conditions relating to their services (<https://www.stripe.com/>). Stripe collects the Total Cost from Attendees and will automatically remit the Event Cost for a dinner or event you organise directly to your bank account at a frequency which will be notified to you. By agreeing to use our Services, you agree that Stripe will retain the Service Fee, for its benefit and for ours. We pay Stripe for the costs of using their payment processing services and collect our fees directly from Stripe. For the avoidance of doubt, we do not collect or hold any money for events paid for by Attendees. All monies are collected, held and remitted to you by Stripe and by agreeing to use our services you also agree that you will need to agree to Stripe's terms and conditions separately. Once your account is approved by us, we will communicate a method by which this can be done by the relevant Administrator associated with your Unit. You agree that you may not create an event or have Event Costs remitted to you until an Administrator duly authorised for your Unit has agreed to Stripe's terms and conditions. You agree that we do not process any refunds.
- 6.9 By using our Services, you accept that we will not be liable for any adverse or detrimental effect to you or to any administrator or other person acting on your behalf, whether or not such effect arises by our act or omission, or by the act or omission of any of our representatives, agents or affiliates with whom you do not have separately agreed terms, or by your act or omission, or that of any administrator or other person acting on your behalf, or any individuals booking a dinner or event advertised by you, or anyone submitting information to you on their behalf.

7. Specific terms applicable to Administrators

- 7.1 This section sets out terms between 1) Craftier; and 2) an individual Administrator acting on behalf of a Unit. In this section, "you" refers to the individual Administrator.
- 7.2 In order for a Unit to register for use of our Services, an individual must register to be an Administrator on the Unit's behalf. By registering on the Craftier website, you agree to these terms and conditions and our Privacy Policy. By using our Services, you acknowledge that Craftier will collect, store, and process your personal data, including but not limited to your name, telephone number, email address, Unit name, Unit number, verification documents, or any other data you give us, and to the extent that it is not covered by the section above entitled "Specific terms applicable to Units", any data relating to the Unit on behalf of which you are acting. You agree to us sharing this data, including but not limited to your verification documents, to our payment

provider Stripe, so that payments can be delivered to the bank account associated with the relevant Unit.

- 7.3 You understand that when you log in, we will verify your identity using your mobile telephone number which we will provide to our SMS provider, Twilio. Please see Twilio's website for terms and conditions relating to their services (<https://www.twilio.com/>).
- 7.4 When you register with us or use our Services, you must provide us with accurate information and agree to the following:
- 7.4.1 You must provide accurate, current, and complete information about yourself, or if you are using the Services on behalf of another guest, that guest; and
- 7.4.2 You will immediately notify us of any unauthorised use of your password or account, or any other breach of security. You are responsible for any activities that occur under your account.
- 7.5 We will retain your data for as long as your Unit remains registered with us and for seven years following this. Thereafter we anonymise and retain anonymous data permanently for statistical analysis and to improve our software.
- 7.6 You understand that we may ask you to confirm your identity and your authority to act on behalf of your Unit. We may do this by asking you to upload various documents including your government issued identification, and signed minutes or a letter confirming your appointment, or by any other method we feel appropriate.
- 7.7 By using our Services, you agree that we collect data from Attendees which we will pass on to you. While your Unit is the 'data controller' in respect of Attendees' personal data (and your own personal data processed via the Services), you agree that you will, on behalf of your Unit, be responsible for any data we provide to you in respect of Attendees through the use of our Services for events you organise.
- 7.8 Our payment provider is Stripe. Please see Stripe's website for terms and conditions relating to their services (<https://www.stripe.com/>). By using our Services, you agree that in order to receive any payments from Stripe, you will need to agree to Stripe's terms separately. Once your account is approved by us, we will communicate a method by which this can be done by you on behalf of your Unit. You agree that you may not create an event or have Event Costs remitted to your Unit until you or another duly authorised Administrator of your Unit has agreed to Stripe's terms and conditions.
- 7.9 By using our Services, you accept that we will not be liable for any adverse or detrimental effect to you or to a Unit with which you are affiliated, whether or not such effect arises by our act or omission, or by the act or omission of any of our representatives, agents or affiliates with whom you do not have separately agreed terms, or by your act or omission, or that of anyone else acting on behalf of your Unit, or any individuals booking a dinner advertised by you or your Unit, or anyone submitting information on their behalf.

The remaining general terms apply to all users of our Services

8. Transfer to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

9. Intellectual Property

We are the owner or the licensee of all intellectual property rights in and to our website and our Services, and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

10. Entire Agreement

Except as otherwise stated in these terms and conditions, these terms and conditions are the entire agreement between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, proposals, discussions, or communications between you and us.

11. Third Party Websites; Resources

The Services may provide links to other Internet websites or resources. We have no control over such websites and resources and you agree that we are not responsible for the availability of such websites or resources. We do not endorse and are not responsible or liable for any site content, advertising, offers, products, services, or other materials on or available from such websites or resources and are not responsible for any damages or losses related to them, even if such websites or resources are connected with our partners or third-party service providers.

12. Severance

If any part of these terms and conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the terms and conditions and shall not affect the validity and enforceability of any of the remaining provisions.

13. No Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

14. Survival of terms

Each provision of these terms and conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

15. Contact

If you wish to contact us in relation to these terms and conditions or any queries regarding our Services you can do so at the company's registered office address below or via email info@craftier.org.

Our company details are: Craftier Ltd, a company registered in England and Wales (company number 14613814) and having our registered office at: Suite 2708 Unit 3a, 34-35 Hatton Garden, London, United Kingdom, EC1N 8DX.