



# Good Things Foundation

## National Databank Terms and Conditions (the “Terms”)

The following definitions apply to expressions used in these Terms:

**“People/person Supported”** means anyone in recipient of products and services from the National Databank;

**“Data Poverty”** means *“individuals, households or communities who cannot afford sufficient, private and secure mobile or broadband data to meet their essential needs”* being the definition taken from Nesta report entitled “What Is Data Poverty?” Dated 8 Dec. 2020 <https://www.nesta.org.uk/report/what-data-poverty/>;

**“Good Things Foundation”** means Good Things Foundation a company registered in England and Wales with company number 5887661 that is also a charity registered in England and Wales with charity number 1165209 whose registered office is at Office G10, Spaces - Acero, 1 Concourse Way, Digital Campus, Sheffield, S1 2BJ.

**“National Databank”** means all products and services relating to the offer which includes: SIM cards, data vouchers and websites and the Databank web platform

**“Registered Digital Inclusion Hub”** means an organisation that has applied and been accepted as a Digital Inclusion Hub through the Good Things Foundation Registration Process found at:  
[https://network.goodthingsfoundation.org/join-the-network](https://network.goodthingsfoundation.org/join-the-network;);

**“The Partner”** means you, the Registered Digital Inclusion Hub that has been applied for and been granted access to the National Databank.

1. Good Things Foundation will provide access to the National Databank to the Member for an unspecified time (the “Service”). The Service is subject to availability and Good Things Foundation will have the right to withdraw access to the service, providing 3 months written notice only unless Good Things Foundation is unable to provide such notice in which case access shall cease immediately upon written notice.

2. The Service is only available to Registered Digital Inclusion Hubs and applications must be made online via the portal specified by Good Things Foundation. Applications must demonstrate that the applicant’s proposed use of the Service

will help to tackle the digital divide and that the applicant can demonstrate their capacity and capability to deliver the Service. Applications will be reviewed on a case by case basis and subject to passing a due diligence check completed by Good Things Foundation.

3. Good Things Foundation will assess the number of data units each Member will receive. Good Things Foundation reserves its right to reject any applications and shall not be obliged to make the Service available to any given Member.

4. Access to the Service is given to the Member free of charge. The Member will not be compensated for any costs incurred whilst accessing or utilising the Service.

5. If an application is successful, a confirmation email will be sent to the Partner and they must accept the Terms and Conditions via a portal before being given access to the Service. The Member must also:

- A. Ensure the Service is used by the Member's staff and volunteers for the intended purpose only;
- B. Store any preloaded SIM cards in a secure lockable unit;
- C. Report any suspected breach of security to Good Things Foundation immediately via email to [hello@goodthingsfoundation.org](mailto:hello@goodthingsfoundation.org). This includes but is not limited to physical security, data security and information security (i.e. damaged SIMs on arrival, lost or stolen Sims);
- D. Report any suspected fraudulent behaviour or activity in relation to this Service to Good Things Foundation immediately via email to [hello@goodthingsfoundation.org](mailto:hello@goodthingsfoundation.org);
- E. Confirm to Good Things Foundation how many people have been supported by the Member through the Service;
- F. Where there is a choice of mobile e network provider, use their reasonable endeavours to select the mobile network provider that best meets the needs of the people they are seeking to help;
- G. Have appropriate working practices relating to (without limitation) Volunteering, Health and Safety, Safeguarding, Data Protection, Whistleblowing, Equality and Diversity, Complaints;
- H. Carry out all necessary checks (including background checks), training and monitoring of **all** staff and volunteers on its premises in accordance with its own working practices.
- I. Hold adequate liability insurance to cover its premises, employees, volunteers and learners with adequate cover, and shall produce copies of certificates for such insurance policies to Good Things Foundation if requested;
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6. The Member shall ensure that all users who receive data via the National Databank are conditional upon:

- A. the person supported being 18 and over

- B. the person supported is experiencing Data Poverty
- C. the person supported is made aware that they may be contacted by Good Things Foundation to verify that they have been the recipient of data from the National Databank.

7. Members that use this Service along with its staff shall not resell or distribute the data from the National Databank other than permitted in these Terms. For the avoidance of doubt, any commercial or fraudulent use of the Service by Members (including their staff, employees, contractors and volunteers) or people supported shall amount to a material breach of these Terms and entitle termination of the Services as per 9 below, without prejudice to any other rights and remedies available to Good Things Foundation. A breach of the Terms may result in the termination of the Member's membership status to the National Digital Inclusion Network and Good Things Foundation may seek compensation for any losses incurred.

We reserve the right to verify the validity of applicants for the Service and to disqualify any orders without notice if any applicant tampers with the entry process or does not comply with these Terms.

9. The Member must ensure that people supported must only use the National Databank for private, personal and non-commercial purposes and they must use the Service in the UK. Good Things Foundation reserves the right to terminate the Service, without notice to the person supported, if their usage is not in accordance with these terms. Good Things Foundation has the right to monitor the usage of the Service in accordance with the [Privacy Notice](#).

10. To use the donated data, the person supported shall enter into a relationship directly with the applicable mobile network provider that provided the donated data. Good Things Foundation shall have no relationship with the person supported and cannot accept any liability to the Member or to the person supported for any losses or damage suffered by the Member or the person supported as a result of their use of the Service.

11. The Member acknowledges and agrees that a failure to comply with these Terms may result in the Member:

- having any Grant Agreement or contracts that have been awarded to the Member by Good Things Foundation suspended or terminated ; and/or
- being deemed ineligible for future funding opportunities and services offered by Good Things Foundation; and/or
- having their membership deactivated and/or terminated

12. Whilst we will try and fulfill our obligations to run the Service smoothly, we will not be responsible if something happens that is beyond our reasonable control. We reserve the right to withdraw, amend or cancel the Service at any time.

13. These Terms are subject to English law and the English Courts shall have exclusive jurisdiction.