

# Terms and Conditions

## **1 Definitions and application**

1.1 In these General Terms and Conditions the following terms have the following meaning:

**Account:** A profile of a Participant created via the registration process and which grants access to the restricted areas of the Platform.

**Content:** The textual, visual and/or audio content of the Website in its entirety, including but not limited to, photos and videos with or without sound, together with musical works and other information, for which the intellectual property rights belong to Crowdfunding International and/or third parties.

**Crowdfunding International:** The private limited company by Spanish law: “CFI Euro S.L.”, registered in **Spain**, with its offices at **Barcelona** and registered in the Commercial register of the Chamber of Commerce of Spain under number **16071323**, together with all of its affiliated legal entities.

**Participant(s):** Any individual, foundation or association that creates an Account through Registration in order to commence (a) Crowdfunding project(s) and/or to donate to (a) Crowdfunding project(s) on the restricted part of the Platform.

**Crowdfunding project(s):** The description provided by a Participant on the Platform of his/her project.

**Fee:** The amount paid by a Participant to Crowdfunding International for the use of the restricted area of the Platform.

**Contract:** the contract entered into between a Participant and Crowdfunding International for the use of the restricted area of the Platform for the posting of Crowdfunding projects and/or donation to Crowdfunding projects.

**Parties:** Crowdfunding International and the Participant jointly.

**Platform:** The online platform operated by Crowdfunding International on the Website, consisting of restricted and public areas where, following Registration, Participants can present Crowdfunding projects and where Participants can donate to Crowdfunding projects.

**Registration:** The creation of an Account on the Website whereby the Participant must provide details of his/her identity to Crowdfunding International, before access to the restricted area of the Platform is obtained.

**Website:** The website [www.crowdfundinginternational.eu](http://www.crowdfundinginternational.eu) of Crowdfunding International which forms the landing page for the services provided by Crowdfunding International and via which access to the restricted area of the Platform can be obtained.

1.2 These Terms and Conditions apply to Contracts and any (other) use of the Website and the Platform by Participants, together with any associated contracts to be entered into by Crowdfunding International with Participants. These General Terms and Conditions also apply if a different Crowdfunding platform is used by a Participant, to which different (donation) amounts and/or Fees apply.

1.3 By accessing, using and/or registering on the Website and/or the Platform, the Participant explicitly accepts these general terms and conditions. Registration is only possible once the Participant has declared his/her awareness of the content of these general terms and conditions and confirmed his/her acceptance of these general terms and conditions.

1.4 With the exception of foundations and associations, legal entities are not permitted to register as a Participant and/or to create an Account and to post Crowdfunding projects and/or to donate to Crowdfunding projects. Donations can only be made and received from private individuals, foundations and/or associations.

## **2 The Contract**

2.1 Following Registration by a Participant in accordance with the provisions in these general terms and conditions, Crowdfunding International grants the Participant access to the restricted area of the Platform and the Participant is entitled to view Crowdfunding projects on the restricted area of the Platform and to proceed to Crowdfunding and/or the posting of Crowdfunding projects.

2.2 Without the explicit written consent of crowdfunding international to the contrary, the Participant is not permitted to allow third parties to use his/her Account and/or to transfer rights and obligations arising from the Contract to third parties.

2.3 Notwithstanding the remaining provisions of these general terms and conditions, the Participant is only permitted to gain access to the Platform in the appropriate manner, as laid down by Crowdfunding International.

2.4 Crowdfunding International retains the right at all times to amend the design and/or functionality of the Platform and the Website.

## **3 Account**

3.1 Prior to making use of the services provided by Crowdfunding International as a participant and/or in acceptance of the offer to the provision of services by Crowdfunding International, the Participant must create an Account on the Website and submit the fee to Crowdfunding International.

3.2 On Registration, a Participant is obliged to provide complete and correct information and not to submit misleading information, together with proof of identity or an extract from the commercial register of the Chamber of Commerce.

3.3 An Account can be created by anyone who is over 18 years old, or by a legally competent representative of a person under 18 years of age.

3.4 The Participant shall handle his/her account with care, keep his/her password in a safe location and keep the password secret. The Participant shall take measures to prevent unlawful use of the Account. If the Participant discovers that someone else is using his/her Account or that security has

been compromised, the Participant must notify Crowdfunding International immediately by email to [info@crowdfundinginternational.eu](mailto:info@crowdfundinginternational.eu).

3.5 The Participant is responsible (both to Crowdfunding International and others) for all activities conducted through his/her account.

3.6 The Participant acknowledges that entering the password and other necessary account information is equivalent to placing an electronic signature, and that messages sent from his/her account are considered to have been signed by the Participant.

#### **4 General rules for use of the Website and the Platform**

4.1 The distribution, copying and/or re-use etc. of (parts of) the Website and/or the Platform (including the Content posted) are only permitted subject to the prior written consent of Crowdfunding International (including Social media).

4.2 Access to the Content via the use of different technologies and/or resources other than commonly available web browsers (and/or any other method which Crowdfunding International may expressly designate for this purpose) is not permitted.

4.3 The collection or processing in any way whatsoever of the personal data of users (Participants or others) of the Website and/or the Platform (such as account information and user names, for example) is not permitted, unless this takes place in the context of direct contact and/or with the written consent of the person(s) involved.

4.4 Crowdfunding International grants the operators of public search engines permission to use spiders to copy materials from the Website and the Platform, however this is for the sole purpose of creating publicly available search indices for the material, but not caches or archives of such material. Crowdfunding International reserves the right to revoke these exceptions either in general or in specific cases.

4.5 In the event of an infringement of the provisions in points 4.1 to 4.3 inclusive of these general terms and conditions, subsequent to written notice of default and the expiry of a reasonable period specified in the notice of default, the Participant is liable to Crowdfunding International for a financial penalty in the amount of € 500.00 per infringement, without prejudice to the right of Crowdfunding International to claim compensation and/or compliance.

## **5 Management and disbursement of funds**

5.1 The Visa Debit card can be applied.

## **6 Obligations of Crowdfunding International**

6.1 The obligations of Crowdfunding International are always effort commitments and not results commitments, unless the contrary has been expressly agreed to in writing and the agreed outcome has been described clearly and unambiguously.

6.2 Crowdfunding International keeps the Platform and Website maintained and available. Faults with the Platform and/or the Website may occur and Crowdfunding International will make every effort to resolve these faults as swiftly as possible. In the event that use of the Platform and/or the Website is no longer possible for whatever reason, Crowdfunding International shall pay out the funds it is holding on behalf of Participants to the Participant(s) concerned.

## **7 Obligations of Participant**

7.1 The Participant is obliged, before proceeding to Crowdfunding, to be fully aware of and comply with all of the content of these general terms and conditions.

7.2 The Participant is obliged to comply with these general terms and conditions and is obliged to refrain from any action which can or will harm the interests of Crowdfunding International.

7.3 Crowdfunding International is entitled to refuse the Participant full or partial access to the Platform and/or to terminate the Participant's Account if, in the opinion of Crowdfunding International, the Participant's actions are contrary to these general terms and conditions and/or are detrimental to the Platform and/or Crowdfunding International, and/or are contrary to statutory provisions and/or common decency.

## **8 Participant Account, duration, termination and the consequences of termination**

8.1a The Participant's Account is created for an indefinite period by Registration and upon acceptance of these general terms and conditions. The Contract is terminated by the termination of the Account by the Participant (unsubscribing) and/or Crowdfunding International.

8.1b When a Participant creates an account, he/she can donate immediately to the selected Crowdfunding project. A donation to a Crowdfunding project and the payment of the Fee cannot be reclaimed and/or reversed.

8.2 A Participant can terminate his/her Account at any time by unsubscribing on the Website. Crowdfunding International may terminate the use of the Account by the Participant without notice:

- a. in the event that the Participant is declared to be in a state of bankruptcy, a pre-pack situation applies, suspension of payments is granted to him/her, whether provisional or otherwise and/or the Participant loses control of his/her assets in any other way;
- b. in the event that the Participant fails to comply with one or more of his/her obligations arising from the Contract and summarised in these general terms and conditions and this failure to comply has exceeded the reasonable period specified in the written notice;
- c. in the event that Crowdfunding International establishes that third parties have been using the Participant's Account;
- c. in the event of the death of the participant.

8.3 Termination on the grounds of this article does not affect obligations which by their nature are intended to remain in place, such as the provisions relating to intellectual property rights, confidentiality, applicable law and dispute resolution.

8.4 Crowdfunding International is in no way obliged to pay compensation in the event that it terminates the Contract as a result of the provisions of this article.

8.5 The Participant is in no way entitled to the repayment of any payment made under the Contract.



## **9 Liability and Indemnification**

9.1 Although the utmost care has been taken by Crowdfunding International in relation to the operation of the Platform, the Website or their associated support services, the non-occurrence of errors and omissions cannot be guaranteed. Crowdfunding International is in no way liable for damages due to the unavailability of the Platform and/or the Website, or any part thereof, unless this is attributable intent and/or deliberate recklessness on the part of Crowdfunding International.

9.2 Crowdfunding International is not liable for damages due to the unavailability of the Platform, the Website or any part thereof.

9.3 Crowdfunding International is not liable for damages due to the failure to store or delete any Content posted by the Participant on the Website or Platform.

9.4 Crowdfunding International is not responsible for the content of the websites of third parties or other information sources referred to by hyperlinks or otherwise or which in turn refer to the Website or Platform and is therefore not responsible for damages due to the use of these hyperlinks and/or websites.

9.5 The total liability of Crowdfunding International for potential damages incurred or to be incurred by Participant (s) is limited at all times to compensation for direct damages up to maximum sum equal to the amount paid to Crowdfunding International under the Contract. The liability of Crowdfunding International for indirect damages, including in all cases consequential damages, loss of profits, loss of savings, loss of goodwill, damages due to disruption of business, damages resulting from claims by customers of the Participant, corruption or loss of data and all forms of damages other than those mentioned in the preceding paragraphs of this article, for whatever reason, is excluded.

9.6 the restrictions referred to in the previous paragraphs of this article shall not apply if and insofar as the damages are the consequence of intent or deliberate recklessness on the part of Crowdfunding International.

9.7 Conditional to the existence of any right to compensation is always that the Participant reports the damages in writing as soon as possible after they occur to Crowdfunding International, with supporting documentation and/or evidence. Any claim for compensation against Crowdfunding

International lapses following a period of 1 month after the claim arises.

Additionally, and in all cases, no entitlement to compensation exists if the cause of the damages is:

- a. non-compliance with the provisions issued to the Participant by or on behalf of Crowdfunding International;
- b. corruption or loss of data;
- c. malfunction of mains voltage, telecommunications or network services, or
- d. any other cause due to reasons not attributable to Crowdfunding International, including but not restricted to, changes in legislation.

9.8 The Participant indemnifies Crowdfunding International in all cases arising from claims by third parties which suffer damages as a consequence of participation in and/or implementation of Crowdfunding projects, in the broadest sense.

## **10 Information, privacy and personal data**

10.1 The Participant is not entitled to communicate and/or publicise to third parties, information posted in relation to Crowdfunding projects which Participants ought to be aware is confidential.

10.2 Crowdfunding International will only use personal data provided by the Participant insofar as this is necessary for the operation of its services, as determined by these general terms and conditions, taking into consideration the Personal Data Protection Act. The personal data required by Crowdfunding International for the purpose of identifying the Participant and/or his/her representatives will only be used by Crowdfunding international to establish the identity of the supplying private individual, foundation or association and will be stored in accordance with the provisions of the Personal Data Protection Act.

10.3 Crowdfunding International ensures appropriate organisational and security measures for the protection of Participants' personal data, on the understanding that with regard to enrolment, account and transaction information, measures are aimed at exclusively making data available in cases where the necessity to do so is required by law or arises from these general terms and conditions.

10.4 In respect of usage and transaction data and (other) data provided to Crowdfunding International, the Participant provides his/her explicit consent to Crowdfunding International to use



that data for service or the use or operation of other Platform-related messages or to inform the Participant about Crowdfunding International's products and services, by email or otherwise. Furthermore, Crowdfunding International will provide personal data to third parties if and so far as Crowdfunding International is required to do so by law or a court order.

## **11 Details of Content and Intellectual Property**

11.1 Crowdfunding International has no influence over the details of Content and/or the beliefs and views contained therein and is in no way liable for the damages of Participants and/or third parties arising as a result of Content posted. Content that is posted may in no case infringe the (intellectual property) rights of another, or otherwise be unlawful and/or punishable toward third parties. Crowdfunding International does not monitor Content prior to its posting. The Participant understands and agrees that the Participant alone is responsible for the Content posted by him/her or on his/her behalf and for the consequences of its posting or publication.

11.2 Intellectual Property Rights of Participants and/or licensors over the Content of Crowdfunding projects. Crowdfunding International and/or its licensors own the intellectual property rights to Content on the Website. Unless stated otherwise, the Participant is only entitled to view, download and/or print this information with the view to considering the provision of Crowdfunding, and any other use (except if pursuant to a statutory exception) requires the prior written consent of the Participant who posted the Crowdfunding project and/or Crowdfunding International.

11.3 The Participant is not permitted to delete or amend any indication which refers to the confidential nature of information, indications which refer to copyrights, trademarks, trading names or any other indication or which refers to Crowdfunding International's intellectual or industrial property.

## **12 General Provisions**

12.1 Despite the utmost care taken over the Website, Crowdfunding International cannot guarantee the accuracy of the information on the Website and/or services and their suitability for a particular purpose.

12.2 Crowdfunding International reserves the right to amend these general terms and conditions. In that event, Crowdfunding International shall make a revised version of these general terms and conditions available on the Website.

12.3 In the event that any provision in these terms and conditions becomes invalid or unenforceable, the remaining provisions in these terms and conditions remain fully in force.

12.4 Crowdfunding International is entitled to transfer its rights and obligations arising from the Contract to a third party within the context of the full or partial transfer of its business activities to that third party, to which the Participant grants his/her cooperation in advance.

12.5 This Contract and all associated contracts shall be governed exclusively by Dutch law. All disputes arising from the Contract and all associated contracts will be submitted exclusively to the Court of Limburg, situated in Maastricht, unless by mandatory law another court is (also) competent.