

GENERAL TERMS AND CONDITIONS

with regard to

www.steunactie.nl and www.steunactie.be

OF SPONSOR EUROPE ESTABLISHED IN REEUWIJK, THE NETHERLANDS

Registration number Chamber of Commerce in Rotterdam under number: 59820748

hereinafter referred to as: user

These conditions are translated from the source document which is drafted in Dutch and can be found on the Dutch-language section of this website. The source document is always leading.

In these general terms and conditions, the following terms are used with the following meaning, unless expressly stated otherwise:

1. Definitions

The following definitions are used:

User: user of the general terms and conditions (being Sponsor Europe).

Fundraiser: An initiative to raise money for a cause. The fundraiser page on the platform.

Organiser: the other party of the user, acting in the exercise of a profession, company, club, association, foundation, school, institution or other organization, group or as an individual in a personal capacity, who has registered on www.steunactie.nl and www.steunactie.be and initiates and sets up an online fundraising campaign.

Collector: the involved parties, members, volunteers, pupils, students or other individuals who are called upon by the Organiser to actively participate with the aim of raising money for the campaign set up by the Organiser.

Donor(s): Individuals, organizations and/or companies who donate money to the cause of the fundraiser.

Donation: an amount of money that is donated for the benefit of the fundraiser.

Donation platform: the websites www.steunactie.nl and www.steunactie.be with the associated functionalities that make it possible to set up a fundraiser digitally, to distribute and share the fundraiser and to receive donations digitally.

Costs: The use of the donation platform is free (create an account and set up one or more fundraisers). Fees will only be charged for successful donations. The costs consist of platform and transaction fees.

Payment service provider: Owner of the payment platform through which the digital transaction takes place. This is Mollie B.V, Keizersgracht 126, 1015 CW Amsterdam.

2. Registration and Conduct Guidelines

1. An Organiser can log in to the donation platform, register and create an account via the registration form. The Organiser will then receive an activation email to activate his account
2. By registering, the Organiser agrees to these terms and conditions and the Organiser has an agreement with the User.
3. The Organiser can then set up one or more fundraisers online.
4. The Organiser is 18 years or older or has express permission from his/her parents/guardians.
5. The Organiser is responsible for all information, images and other media used and published via the donation platform.
6. All information provided (account as well as fundraiser) by the Organiser and/or collector is filled in truthfully.
7. The Organiser declares not to set up fundraisers or post content that incites violence and/or criminal acts, is of a sexual nature, is discriminatory or racist or may be offensive.
8. The campaign Organiser declares that he/she fully understands that the platform can and may only be used to collect donations without any quid pro quo. The Organisaer declares that it will not set up any campaigns or post any content in which products and/or services are offered in exchange for payment, products and/or services are offered at a discount or in any other way products and/or services or any other proposal whatsoever are offered in exchange for a quid pro quo.

9. The Donor declares to be 18 years or older or has explicit permission from his/her parents/guardians.
10. It is prohibited to post texts that call for direct donation to bank accounts outside the donation system of the User and/or that refer to other crowdfunding and donation platforms. The Organiser declares that he/she will not place such posts. If these posts are made, the User retains the right to either remove the piece of text that calls for this or to remove the entire fundraiser.
11. It is forbidden to post contact information such as an email address that call for direct contact outside the donation system of the User. It is possible for a donor to get in touch with the Organiser by using the contact button on the fundraising page. The Organiser declares that it will not make such calls. If such calls are placed, the User reserves the right to either remove the piece of text calling for this or remove the entire fundraiser.
12. The User has the right at all times to take a fundraiser offline if there are signs, indications or suspicions that point to abuse and/or a fraudulent fundraiser. The User is then entitled to suspend payments to the campaign Organiser and/or to repay donations to the donors.
13. A Donor has the option to comment on his/her donation. The donor declares not to post comments or content that incite violence and/or criminal acts, are sexual in nature, discriminatory, racist, offensive, or express themselves negatively about the fundraiser and/or fundraiser manager.
14. The User reserves the right to remove a fundraiser and/or account and/or a comment from a Donor at any time if in his opinion it does not comply with the usage guidelines and/or these conditions and/or if there is abuse.
15. All posted content does not violate the intellectual property rights of third parties.
16. If a Fundraiser is organised for a person other than the Organiser him-/herself and/or for an organisation, team or group, the Organiser shall request and obtain prior consent from the person and/or organisation for whom the Fundraiser is to be held. The Organiser is responsible for arranging and obtaining this permission and also bears full responsibility for the consequences if the Fundraiser is held without obtaining such permission. Consequences may include having to repay donations already paid out if it emerges afterwards that no permission was granted and/or legal consequences.
17. The Organiser assures that the collected donations minus costs will be used exclusively for the purpose or cause of the fundraiser. The User is not responsible for misrepresentation of the purpose as well as misuse of the money collected by the Organiser.
18. The Organiser can share the promotion with both his own network and Collectors.

19. Collectors have the option (not obliged) to register separately with the aim of further spreading the promotion on behalf of the Collector and to keep track of his/her own collected amount.
20. The Collector will receive an activation email upon registration.
21. By registering, the Collector agrees to these general terms and conditions.
22. A donor can contact the Organiser or a collector via the contact button. It is not allowed to request account numbers or other direct payment methods. Messages requesting this will not be forwarded.
23. If - for whatever reason - collected donations cannot be spent on the communicated objective(s) of a fundraiser, and donations have already been paid out to the fundraiser's organiser, the organiser is obliged to pay back to the User the monies already paid out, so that the User can in turn ensure repayment of the donations to the donor(s).

3. Donations, Settlement and Fees

1. Donations and the Donor are publicly displayed on the fundraising page unless the Donor indicates that he/she wishes to remain anonymous at the time of making his/her donation.
2. Donations made are final and irrevocable. Donations made with PayPal and Credit Card can and may NOT be reversed (through so-called chargebacks).
3. Donors are fully responsible for their own donation. Donors should inform themselves about the reliability of a fundraiser and make their own decision to donate to a fundraiser. Donors understand that donations are irrevocable and cannot be refunded. Donors understand that donations are irrevocable and non-refundable, even if it turns out afterwards that a fundraiser is not legitimate or that the money does not go to the stated goal, or that an idea or project is not carried out for whatever reason.
4. Donations are made through the payment service provider's payment platform.
5. By donating, Donors agree to these General Terms and Conditions.
6. Donors can donate anonymously or with name and email address. If a donor does not donate anonymously his/her name shall be known to the Organiser. The Organiser can contact a donor (e.g. to thank him/her) who has given his/her name and email address with his/her donation.
7. The data of donors who have not donated anonymously (name and email address) shall be retained until the Organiser has deleted the fundraiser.
8. The Organiser can view all transactions in his/her account at any time.
9. The collected donations minus the costs are transferred weekly to the specified bank account of the Organiser. An exception are fundraisers that are linked to their own Mollie account. In that case, the Organiser can self determine the payout frequency in his/her own Mollie account.

10. The Organiser is responsible for all taxes and other costs that must be paid on the donations received if there is an obligation to do so.
11. A distinction is made between an account which runs through the User's Mollie account and an account to which its own Mollie account is linked.
12. In the event that a private or business bank account is linked to an account, the basic costs are: 5% platform costs + €0.50 transaction costs including VAT per donation + any percentage surcharge that is charged by the chosen payment method (variable costs). More information about the rates can be found [here](#).
13. In the case of an own Mollie account, the following costs apply: 5% platform costs including VAT per donation. Since the Organiser has created his/her own Mollie account, the transaction costs are charged directly by Mollie to the Organiser.

4. Rights and Obligations

1. The User will make every effort to ensure that the donation platform functions optimally. The User cannot be held liable if the donation platform is 'down', 'offline' or no longer functions for whatever reason(s). Of course, in such a case, everything will be done to make the donation platform fully function again.
2. The User has the right to take a fundraiser campaign offline at any time if there are any signs, indications or suspicions of abuse or fraudulent fundraiser
3. The User reserves the right to change or terminate its services.
4. The Organiser indemnifies the User against claims from third parties arising from the use of the donation platform.
5. The Organiser understands that any fundraiser published on the donation & crowdfunding platform is based on his/her own initiative and responsibility and that the target amount is not guaranteed nor that the User can be held responsible for not achieving this target amount or any other amount.
6. The User is entitled to bring fundraisers to the attention and/or to promote them to the general public.

5. Deleting Data

1. It is the responsibility of the Organiser to terminate a promotion and/or delete data related to the promotion and/or personal data. The Organiser must log in to his/her account and visit his/her dashboard to do so.
2. The Organiser has the option to:

- **deactivate the fundraiser:** (turn off the Active slider). This will take your fundraiser offline. It will continue to exist. Do this in your dashboard under Fundraisers. You can reactivate the fundraiser anytime in the future and/or create another fundraiser. Your account will continue to exist.
- **stop donating but keep the fundraiser online:** you can do this via the end date setting (Fundraisers -> Edit Fundraiser -> Settings -> The fundraiser has an end date). If you have entered an end date, the promotion will still be online after this end date, but the donate button will be deactivated and donating will no longer be possible. If you did not enter an end date when you started your promotion, but you do want to deactivate the donating function, you can still enter an end date. If the end date is in the past, you must enter this date manually. If the end date is in the future, you can click on a date in the pop-up calendar.
- **delete the fundraiser:** (click on Delete Fundraiser). You do this in your dashboard under Fundraisers. Your account will continue to exist. You can create another Fundraiser in the future.
- **delete your account:** You do this in your dashboard under Profile. All data, including your profile, will then be deleted. Your account will be deleted. You will have to register again and create a new account if you want to start a new fundraiser in the future.

6. Dissolution

1. In the event of bankruptcy, suspension of payments, death or disappearance of the Organiser, the User has the right to dissolve the agreement and to cancel the account with the associated fundraisers.

7. Liability

1. The User is not liable for damage caused by shortcomings in systems of third parties or partners, incorrect or incorrect information entered by the Organiser, violation of the general terms and conditions, force majeure, fraud, hackers, malfunctions, etc.
2. If, for whatever reason, the User's liability is established, the damage will be limited to the direct damage, being the costs (tarif and fee's charged by the User) charged from the moment that damage has been established.
3. Under no circumstances is the User liable for direct and indirect damage such as lost income and/or donations and the further consequences thereof.
4. The Organiser is fully responsible for the tax and financial consequences following the receipt of donations. It is the responsibility of the Organiser to

inform himself about the possible fiscal and financial consequences before starting a fundraiser. The User cannot be held liable for any consequences arising from the receipt of donations.

5. Donors are fully responsible for their own donation. Donors should inform themselves about the reliability of a fundraiser and make their own decision to donate to a fundraiser. Donors understand that donations are irrevocable and cannot be refunded. Donors understand that donations are irrevocable and non-refundable, even if it turns out afterwards that a fundraiser is not legitimate or that the money does not go to the stated goal, or that an idea or project is not carried out for whatever reason.

8. Disputes

1. The court in the User's place of business has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, the user has the right to submit the dispute to the competent court according to the law.
2. The parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

9. Applicable law:

1. Dutch law applies to every agreement between the User and the customer. The Vienna Sales Convention is expressly excluded.

10. Privacy policy:

1. The privacy policy is part of these terms and conditions and is stated separately on this website. The privacy policy can be found here.

11. Amendment, explanation and location of the conditions:

- These terms and conditions are available online on the User's websites: www.steunactie.nl and www.steunactie.be
- Changes will be included on the user's websites: www.steunactie.nl and www.steunactie.be