

## GENERAL TERMS AND CONDITIONS

Of

SPONSOR EUROPE B.V. with registered office in REEUWIJK, NETHERLANDS

Registered at the Chamber of Commerce Rotterdam (KvK) under number: 90734408

Hereinafter referred to as: Spendenaktion

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### 1. Introduction

Spendenaktion is an online crowdfunding platform where fundraising or donation campaigns can be posted to collect donations without any quid pro quo.

These general terms and conditions apply to all visitors and users of the platform. It also sets out guidelines and rules of conduct to which visitors and users of the platform must adhere.

The Spendenaktion platform is neither a financial institution, nor a lender, nor a charity. The Spendenaktion platform is merely a technical service provider offering a platform for advertising and facilitating crowdfunding and fundraisers. Spendenaktion is a commercial initiative and is managed by Sponsor Europe B.V..

Where the term Spendenaktion is used in these terms and conditions, the legal relationship is with Sponsor Europe, the owner of Spendenaktion. Sponsor Europe has drafted these terms and conditions.

### 2. Definitions

In these General Terms and Conditions, the following terms are used in the following sense, unless expressly stated otherwise:

**Account:** the account that a registered user sets up on the crowdfunding and donation platform and from which the registered user can manage their data and fundraisers.

**Collector:** the user of the platform who has registered on [www.spendenaktion.de](http://www.spendenaktion.de) and who engages in raising funds for an existing fundraising campaign through their own personal Spendenaktion fundraiser page.

**Content:** all information, texts, descriptions, updates, pictures, videos, content, etc. published by the registered user on the fundraiser page.

**Donors:** individuals, organisations, companies or other entities, who donate money for the purpose of the fundraiser.

**Donation:** an amount of money donated for the purpose of a fundraiser.

**Fees:** fees charged by Spendenaktion for successful donations.

**Fundraiser:** an initiative to raise funds for a cause, purpose or goal.

**Fundraiser page:** the web page on which a fundraiser is communicated on the fundraising platform.

**Organiser:** the registered user of the platform who has registered at [www.spendenaktion.de](http://www.spendenaktion.de) and initiates and sets up an online fundraising campaign to solicit and receive donations.

**Payment Service Provider:** payment service providers used by Spendenaktion to process payments as part of the donation process:

1. Mollie B.V., Keizersgracht 126, 1015 CW Amsterdam, Netherlands (hierinafter Mollie)
2. PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxemburg, Luxemburg (hierinafter PayPal)
3. Payout B.V., Backershagen 99a, 1082 GT Amsterdam, Netherlands (hierinafter Payout)

**Platform:** refers to the donation platform and website [www.spendenaktion.de](http://www.spendenaktion.de) with the associated functionalities that enable a fundraiser to be set up in order to solicit and receive donations for it.

**Registered User:** person or entity that registers on the platform.

**Spendenaktion:** Spendenaktion is the crowdfunding and donation platform and refers to Sponsor Europe, owner and operator of the crowdfunding and donation platform Spendenaktion.

**User:** registered or non-registered visitor and/or user of the platform.

### 3. Registration

1. A registered user can log in to the platform free of charge, register and create an account via the registration form. The registered user will then receive a confirmation email to activate their account.
2. By registering, the registered user agrees to these terms and conditions and enters into an agreement with Spendenaktion for the use of the platform.
3. Only users of/in full legal capacity and users acting with the consent of their legal representative(s) are entitled to use the services of Spendenaktion.
4. Users must be at least 18 years of age or have the express consent of their legal representative(s).
5. Spendenaktion reserves the right to refuse the registration of a user without giving reason.
6. An account is linked to a registered user and is not transferable.
7. The registered user is responsible for the security of his/her account; including setting and keeping a strong password secret and changing it regularly. Spendenaktion also offers the possibility of setting up two-step verification (2FA) and strongly recommends that all registered users set up two-step verification (2FA) and make use of it. Spendenaktion is not liable for unauthorised access to an account and/or loss of a password and/or the consequences and/or damages arising from unauthorised access to an account. The registered user must notify Spendenaktion immediately if an account is used by unauthorised persons.
8. The registered user may only provide honest, truthful, reliable and accurate information, both when registering and when posting content.

### 4. Code of conduct

1. The registered user bears full responsibility for his or her conduct on the platform and for all content that is posted, used and published on the platform and declares that all content is true, accurate, honest and reliable.

2. Before posting content, the user must ensure that his conduct and/or content does not violate any legal provisions or intellectual property rights of third parties and that the necessary consents of the parties involved, or rights holders, have been obtained.
3. If a fundraiser is set up for a person or entity other than the registered user, the registered user must seek and obtain the prior consent of the person(s) and/or organisation(s) for whom the fundraiser is to be carried out. The registered user is responsible for arranging and obtaining this consent and is also fully responsible for the consequences if - despite not complying with this condition - the fundraiser is carried out without obtaining this consent. Consequences may include having to repay donations already received and/or possible legal consequences.
4. The registered user agrees not to launch any fundraisers or publish any content that incites violence and/or criminal offences, is of a sexual nature, discriminatory or racist, offensive, vulgar, provocative or aggressive, misleading, incites unlawful acts and/or disturbs public order or calls for or supports extremist ideas or ideologies.
5. The registered user declares that he/she will not set up any fundraiser(s) or post any content that is in any way related to money laundering and/or terrorist financing and/or violate the Money Laundering and Terrorist Financing Act (Wwft).
6. The registered user agrees not to set up action(s) or post content that is in any way related to lotteries or other games of chance.
7. The registered user declares not to set up any fundraiser(s) or post content that is in any way related to military purposes.
8. The registered user declares that he/she will not set up or publish any fundraisers or content relating to persons, countries and/or entities that are on the sanctions lists of the European Union and/or the United States government and/or our payment service providers. Countries on the sanctions list include -- but are not limited to -- Russia, Belarus, Cuba, Venezuela, Iran, North Korea, Sudan and Syria. A complete list can be found at: <https://sanctionsmap.eu/> and <https://ofac.treasury.gov/sanctions-programs-and-country-information>.
9. The registered user is aware that the platform can and may only be used to collect donations without any quid pro quo. The registered user agrees not to set up any promotion(s) and/or post any content offering products and/or services for consideration, products and/or services at a discount or otherwise offering products and/or services or any other offer in return.
10. It is prohibited to publish texts that call for direct donations to a bank account or via any other direct payment method outside of the Spendenaktion donation process and/or refer to other crowdfunding platforms. In the case of such calls, Spendenaktion reserves the right to remove either the part of the text calling for this or the entire fundraiser and/or to remove the user.
11. Spendenaktion has the right to take a fundraiser offline at any time if there are signs, indications or suspicions that point to abuse and/or fraudulent intentions, behaviour or fundraisers. Spendenaktion is then entitled to suspend payments to the fundraiser's organiser and/or to return the donations to the donors.
12. The organiser assures that the donations collected, less costs, will be used exclusively for the specified purpose as described in the content of the fundraiser. Spendenaktion is not responsible for any false or misleading representation of the purpose or cause for which the fundraiser has been initiated as well as for the misuse of the collected funds by the organiser.
13. If - for whatever reason - the collected donations cannot be used for the communicated purpose or cause of a fundraiser and the payment of the donations has already been made to the organiser, the organiser is obliged to transfer the already paid out donations back to

Spendenaktion so that Spendenaktion can in turn ensure the repayment of the donations to the donor(s).

14. Collectors have the option to register separately in order to raise funds for an existing campaign and to promote it further, if this has been allowed or enabled by the organiser.
15. A donor has the option to leave a comment with his/her donation. The donor agrees not to post any comments or content that incite violence and/or criminal offences, are of a sexual nature, are discriminatory or racist, are offensive, vulgar, provocative or aggressive, are misleading, incite unlawful acts and/or disturb public order or make negative comments about the fundraiser and/or the organiser.
16. Spendenaktion reserves the right to remove a fundraiser and/or account and/or comment at any time if, in its opinion, it is not in compliance with the code of conduct and/or these terms and conditions and/or if there is/has been abuse detected.
17. A donor may contact the organiser of a fundraiser via the "Contact" button on the campaign page, provided that the organiser has chosen to display the "Contact" button on its fundraiser page. It is not permitted to request account numbers or other direct means of payment when contacting the organiser. Messages requesting this will not be forwarded to the organiser.
18. The user shall observe the statutory provisions on data protection and data security, in particular the provisions of the European Data Protection Regulation (GDPR).
19. Users of the platform have the option to forward an abuse report to Spendenaktion if they come across content that violates these Terms and Conditions and/or existing laws. The button for reporting abuse can be found on every fundraiser page.

## **5. Donations and donors**

1. By donating, donors agree to these terms and conditions.
2. The donations and the donor will be publicly displayed on the fundraiser page unless the donor has indicated that they wish to remain anonymous.
3. Donors are responsible for their own donation. Donors should inform themselves about the reliability of a fundraiser and decide for themselves whether they want to donate to a fundraiser
4. Donations are irrevocable and non-refundable. Only in certain individual cases can Spendenaktion decide to repay donations. The decision on repayment is solely at the discretion of Spendenaktion and can only be made if the donations have not already been paid out to the organiser.
5. If Spendenaktion decides to refund donations, the organiser is committed to repay Spendenaktion the transaction costs associated with receiving and refunding the donations.
6. Donations are made via the payment platform of the payment service provider.
7. Donors can donate anonymously or with their name and email address. If a donor does not donate anonymously, their name and email address are known to the organiser. The organiser can contact a donor (e.g. to thank them) who has given their name and email address when they donated.
8. The data of donors who have not donated anonymously (name and email address) will be kept until the organiser has deleted the fundraiser.
9. The donor receives a confirmation of their donation by email, unless they have donated anonymously.

## **6. Payment and fees**

1. The organiser can view all transactions at any time in the dashboard of his/her account.

2. The organiser is responsible for all taxes and other duties payable on donations received where there is an obligation to do so.
3. Type of (bank) accounts: A distinction is made between 3 types of (bank) accounts that can be added to an account: 1. Personal bank account, 2. Business Bank account, 3. Own Mollie account.
4. Payout: With a bank account in option 3.1 and 3.2, the cash flow is as follows: Donations are received by Mollie's and/or PayPal's escrow account and are paid out to Payout's escrow account and then paid out - after deduction of fees - to the bank account. In the case of an own Mollie account (option 3.3), donations are directly received by own Mollie and/or PayPal account and are paid out - after deduction of fees – directly to the owner of these account(s).
5. Payout can take place to more than 80 countries worldwide. Additional costs are involved for payouts to countries outside the SEPA area and/or with currencies other than Euro. These additional costs consist of a percentage conversion fee and a fixed additional payout fee. An overview of the countries to which payments can be made and the corresponding fees can be found here <https://spendenaktion.tawk.help/en-gb/article/foreign-bank-account-non-iban>. Payouts can only be made if the balance in your Spendenaktion account - after deduction costs - is sufficient.
6. Payout period and frequency: If a bank account has been added (options 3.1 and 3.2), the collected donations minus the fees charged by the platform will be paid out on Wednesdays. Payout on Wednesday covers all outstanding (paid and received by Spendenaktion) donations until Monday 24:00. The organiser can choose to pause the payout if desired. Payout will then take place on the following Wednesday - as soon as weekly payout is set again. If an own Mollie account is linked to a Spendenaktion account, the organiser can set and determine the payout frequency in his Mollie account.
7. Identification and verification: For all types of (bank) accounts that can be added, an identification and verification process must be successfully completed. When adding a bank account (options 3.1 and 3.2), the identification and verification process is provided by Payout. When adding a new Mollie account (option 3.3), the identification and verification process is provided by Mollie. Already existing Mollie accounts can be added directly without identification and verification as they were already verified when the Mollie account was created at the time.
8. Rates: In case a bank account is linked (options 3.1 and 3.2), the fees are: 6% platform fee + €0.60 transaction fee including VAT per donation plus a percentage surcharge (if applicable) charged by the payment method chosen by the donor. More information on fees can be found here <https://spendenaktion.de/rates>. If an own Mollie account (option 3.3) has been added to a Spendenaktion account, the following costs apply: 6% platform costs including VAT per donation. The platform costs are deducted from the payout from Mollie to the organiser. Since the organiser in this case has his/her own Mollie account, the Mollie transaction costs are charged directly by Mollie to the organiser and/or owner of the Mollie account. Additional costs are involved with payouts to countries outside the SEPA area and/or with currencies other than Euro. These additional costs consist of a percentage conversion rate and a fixed additional payout rate. An overview of the countries to which disbursements can be made and the associated fees can be found here <https://spendenaktion.tawk.help/en-gb/article/foreign-bank-account-non-iban>. The identification and verification fee for registering a business bank account (option 3.2) is €20, to be deducted from the organiser's balance.

9. Rate changes are reserved. Rate changes will be announced by an announcement in the organiser's account and/or on the rates page of the website.
10. No interest payments are made to users for credits in their account.
11. Spendenaktion has the right to suspend payments to the fundraiser at any time with or without notice and without any liability -if there are signs, indications or suspicions indicating abuse, a fraudulent fundraising campaign or content and/or behaviour in breach of these terms and conditions.
12. The Organiser agrees for Spendenaktion to act as temporary trustee over the donations collected until they are paid out to the Organiser if - for any reason - this should become necessary.

## **7. Rights and obligations**

1. Without express guarantee, Spendenaktion will make every effort to keep the platform functioning optimally. Spendenaktion cannot be held liable if the platform is "down", "offline" or ceases to function for any reason. Of course, in such a case, every effort will be made to restore normal operation to the platform as soon possible.
2. Spendenaktion has the right at any time to take a fundraiser offline, block or suspend it and/or remove the user from the platform - with or without notice and without liability of any kind - if there is any evidence, indication or suspicion of abuse, fraudulent act or content and/or conduct in breach of these terms and conditions.
3. Spendenaktion shall have the right at any time to suspend payouts to the organiser, with or without notice and without any liability, if there is any evidence, indication or suspicion of abuse, fraudulent act or content and/or conduct in breach of these terms and conditions.
4. Once a registered user has been deleted or blocked, they can no longer use the platform or re-register under a different account.
5. Spendenaktion reserves the right to change or discontinue its services.
6. The user indemnifies Spendenaktion against claims by third parties arising from the use of the platform.
7. The registered user understands that a fundraiser published on the platform is based on his/her own initiative and responsibility and that the target amount is not guaranteed and that Spendenaktion cannot be held responsible if this target amount or any amount is not reached.
8. Spendenaktion is entitled to publicise and/or promote the fundraisers on its platform.
9. Spendenaktion makes the platform available to users who use the platform at their own responsibility. The platform merely facilitates the setting up and sharing of a fundraiser and the receipt of donations. Spendenaktion has no influence on the success of a fundraiser and disclaims any liability in this regard.
10. The content of Spendenaktion is protected by copyright. Texts and images and other content may not be copied or used without the express written consent of Spendenaktion.
11. In the event of bankruptcy, cessation of payments, death, or disappearance of the registered user, Spendenaktion has the right to terminate the contract and delete the account with the associated measures.

## **8. Termination of a fundraiser - deletion of data - account closure**

1. It is the responsibility of the registered user to terminate a fundraiser and/or delete data related to the fundraiser and/or personal data. To do this, the organiser must log in to their account and go to the dashboard.

2. For more information on the different ways to end a fundraiser, to (temporarily) stop donating, as well as information on deleting and cancelling an account, please see the following article in the Help Center: <https://spendenaktion.tawk.help/en-gb/article/stopping>
3. For specific information on exiting as a Spendenaktion, please see the following article in the Help Center: <https://spendenaktion.tawk.help/en-gb/article/stop-collecting>
4. Inactivity: If no donations or transactions have taken place in an account for 24 consecutive months, the account will be closed.
5. Upon account closure, all data will be deleted by us, with the exception of the data we need to keep for legal purposes.
6. Any outstanding funds will be paid out upon account closure provided a verified bank account is linked to the account. If there is a continuous period of 24 months of inactivity on the account, and no verified bank account is linked to the account, any outstanding funds will expire to Spendenaktion.
7. If your account has been closed, you can always sign up again to open an account. You have to go through the usual sign-up procedure to do so.

## **9. Liability**

1. Spendenaktion has no control over the content posted by registered users, the information provided by users or the behaviour of users and disclaims any liability in this regard.
2. The user indemnifies Spendenaktion against all claims by third parties arising from a breach of these terms and conditions.
3. Spendenaktion is not liable for damages caused by failures and/or inadequacies in systems of third parties or partners, force majeure, fraud, hackers, malfunctions, etc.
4. The organiser bears full responsibility for the tax and financial consequences of receiving donations. It is the organiser's responsibility to inform themselves about the possible financial and tax consequences before starting a fundraiser. Spendenaktion is not liable for any consequences resulting from the receipt of donations.
5. Donors are responsible for their own donation(s). Donors should inform themselves about the reliability of a fundraiser and decide for themselves whether they want to donate to a fundraiser. Donors must be aware that donations are irrevocable and non-refundable. Even if it turns out afterwards that a fundraiser is/was not legitimate and/or that the money does/did not serve the stated purpose, cause, idea or project.
6. Spendenaktion is not liable for any consequence arising from donating on fundraisers - if (afterwards) it turns out that fundraisers are not legitimate and/or that the money does not go/has not gone to the stated purpose and/or that an idea or project for which money is raised is not implemented - for whatever reason.
7. Spendenaktion is not liable under any circumstances for direct and indirect damages such as lost income and/or donations and their further consequences.
8. Spendenaktion is not liable for damages resulting from unauthorised access to an account. It is the responsibility of the registered user to ensure that his/her account is optimally secured by, among other things, using a strong password, changing this password regularly and setting up 2-step verification (2FA) to prevent unauthorised access. The registered user is personally liable for any damages resulting from unauthorised access to his/her account.
9. It is the registered user's own responsibility to enter the correct bank account associated with his/her account. Spendenaktion is not liable for any consequence resulting from incorrectly entering a bank account and therefore not receiving disbursed net donations.
10. If, for whatever reason, Spendenaktion's liability is established, damages shall be limited to the fees charged and calculated from the date the damage was established.

## **10. Disputes**

1. The parties shall use their best endeavours to settle a dispute amicably.
2. The European Commission provides a platform for online dispute resolution, which you can find here <https://ec.europa.eu/consumers/odr/>
3. Spendenaktion is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.
4. Users are solely responsible for disputes among themselves. Spendenaktion reserves the right, but is not obliged, to intervene in disputes between users of the platform.
5. Translation from source text prepared in Dutch. Subject to translation errors and differences in interpretation. In the event of disputes the source text should always be used.

## **11. Privacy policy - Data protection**

1. The privacy policy is part of these terms and conditions and is listed separately on this website. The privacy policy can be found here: <https://spendenaktion.de/privacy-policy>.

## **12. Location and amendment of the conditions**

1. These conditions can be viewed online on the website of Spendenaktion: [www.spendenaktion.de](http://www.spendenaktion.de)
2. The changes will be published on the website of Spendenaktion: [www.spendenaktion.de](http://www.spendenaktion.de)

## **13. Contact**

For suggestions and questions about these terms and conditions, please contact:

### **Spendenaktion**

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