

# Terms of Use

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## 1. General information

Please read the following Terms of Use carefully before registering on the website <https://ufandao.com>, as this affects your obligations and legal rights, in particular, the waiver of rights and limitation of obligations. It is forbidden to register on the website <https://ufandao.com> in case of disagreement with these Terms of Use.

The use of the Website is gratuitous. Registration is voluntary and free of charge.

By accepting these Terms of Use, it is presumed that you have fully read its contents and accept the provisions fully and unconditionally, also agree with all the rights and obligations assigned herein. In this case, all obligations assumed in accordance with these Terms of Use must be executed in time, place and in accordance with the terms provided by these Terms of Use. If you do not agree with (or cannot comply with these Terms of Use), please do not use the website <https://ufandao.com>.

You agree that the Administrator of the online community website <https://ufandao.com> may amend the content and provisions of these Terms of Use unilaterally and at any time without any special notice.

These Terms of Use are an open and public document. The latest edition of the document is always available for viewing, printing and downloading on the website <https://ufandao.com>.

The Website Administrator strongly advises Users to review the provisions of these Terms of Use periodically. Continued use of the Website by the User after changes and/or additions to these Terms of Use become effective means acceptance and consent of the User to such changes and/or additions.

Upon registration of your account you consent to the Terms of Use by selecting the button «Register». Upon pressing the button «Cancel», the registration process will be terminated and the agreement will not be concluded.

## 2. Terms and definitions

In addition to the terms and definitions found elsewhere in the text of this Agreement, the following terms and expressions shall have the following meanings:

«Acceptance of the Agreement» — registration and selection of the item «Register» (tick the box), confirming acceptance of the Terms of Use in the registration form on the website <https://ufandao.com> . Upon acceptance of these Terms of Use, the User is considered to be bound with all the terms of this Agreement.

«The Website Administrator» or «the Company» — Stankoin OÜ, Estonia, Padriku tee 4/1-12 Pirita linnaosa, Tallinn Harju maakond 11912.

«Community» or «Online Community» is a voluntary online association of people based on common interests, principles of mutual help and assistance between members of the Community.

The «Online Community Website» or «Website» — the contents of Web pages of <https://ufandao.com> intended for the operation of the Online Community, available on the Internet at the address in the domain, including all levels of the specified domain both functioning as on the date of User's acceptance of this Agreement and launched and put into operation during the entire period of its validity, and available to the User through the website, mobile version of the website, applications and other resources representing the result of intellectual activity in the form of a computer program.

«The Parties of the Website Administrator» or «the Parties of the Company» means the beneficiaries and shareholders of the Company along with their respective past, present and future employees, officials, directors, contractors, consultants, lawyers, accountants, financial consultants, shareholders, suppliers, sellers, service providers, parent companies, subsidiaries, subordinate enterprises, agents, representatives, predecessors, successors. «Company Party»

means one of the above parties, as the case may be.

The «User» or the «Member of the online community» is a legally capable individual who has reached the age of 18 at the time of registration, has the full authority, right, and capacity under applicable law, and uses the Website according to the terms of this Agreement.

The «User Account» or the «Account» — a part of the Website created by the User at the time of registration on the Website, containing information about the User, and also providing the opportunity to communicate and donate to other members of the online community, including providing voluntary financial, material or other gratuitous assistance to other members of the online community. Access to the User Account is provided by means of using a unique username and password generated during registration.

«Damages» means damages, losses, obligations, expenses or expenditures of any kind, either direct or indirect, consequential, compensatory, incidental, actual, approximate, punitive or special, including any loss of clients, income, profit, data, performance, reputation or other loss of intangible value, including but not limited to attorney's fees and legal costs.

«Disputes» has the meaning described in clause 8.12.

«Notifications» has the meaning described in clause 9.5.

### **3. Terms of use**

User registration on the website of the online community is free and voluntary, and is made at the address on <https://ufandao.com>.

When registering on the Website, the User is required to provide the necessary reliable and up-to-date information for the formation of the User's personal page, including a unique username (email address) and password for accessing the Website, first and last name. The registration form of the Website may request additional information from the User.

To confirm the registration, an email with a link sent to the user to the email address specified during registration.

The username and password selected by the User are necessary and sufficient information for the User to access the Website. The User does not have the right to disclose his username and password to third parties, and he has full responsibility for their safety, independently choosing the method of their storage. The user can allow storage of the username and password (using cookies) on his own hardware and software for subsequent automatic authorization on the Website.

If the User doesn't prove otherwise, any actions performed using his username and password

are considered to have been performed by the corresponding User. In case of unauthorized access to the username and password and/or personal page of the User, or spreading the username and password, the User must inform the Website Administrator immediately in the prescribed manner, namely, to send an email to the support service at: [support@ufandao.com](mailto:support@ufandao.com).

After registration, the User receives the right to create, use and determine the content of his own account for his personal purposes, the ability to communicate with other Members of the Online Community in order to exchange donations with other members of the online community, including the provision of voluntary financial, material or other gratuitous assistance to other members of the online community.

Any exchange of financial and material resources between members of the online community including the provision of financial or material assistance is voluntary and gratuitous, is carried out directly between members of the online community, and also occurs outside the area of responsibility of the Website Administrator and outside the Website of the online community.

The use of the online community website is gratuitous. Registration is voluntary and free of charge.

The Online Community Website does not accept any payments from Users and also does not make any payments to Community Members, does not contain tools for transferring funds, accepting payments or similar services. We make no guarantees regarding the performance or fairness of PayPal or other payment provider that is used by the users.

The website may contain links to certain paid services provided by third-party services, such as services for user fundraising campaign's statistics. The cost of such services is indicated on the website page of the service that directly provides the services containing the name and description of such services.

If the User uses a third-party service, he agrees to provide certain information and data (including confidential data from his account) that belongs to him. All and any references to third-party services or websites and links to them that appear on our website are provided solely for your convenience; we do not control or endorse materials or information posted on third-party websites. Using integration of your User account with third party online services

you acknowledge that you do this at your own expense and at your own risk.

The Website, Administrator or the Company have no control over the private payment or banking details that users specify or publish on the website. All the information provided by a User and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that Users will obtain a certain amount of donations or any funds at all.

We do not and cannot verify the information that Users supply, nor do we represent or guarantee that the raised funds will be used in accordance with any fundraising purpose prescribed by a User on the Website in accordance with applicable laws.

## **4. Prohibitions and restrictions**

Using the Online Community Website, the User may not:

register as a User on behalf of or instead of another person («fake account») or register a group (association) of persons or a legal entity as a User.

mislead Users about your identity using the username and password of another registered User;

misrepresent information about yourself, your age or your relationships with other persons or organizations;

upload, store, publish, distribute and make available or otherwise use any information that:

(a) contains threats, discredits, insults, discredits honor and dignity or business reputation or violates the privacy of other Users or third parties;

(b) violates the rights of minors;

(c) is vulgar or obscene, contains pornographic images and texts or scenes of a sexual nature involving minors;

- (d) contains scenes of inhuman treatment of animals;
- (e) contains a description of the means and methods of suicide, any incitement to commit it;
- (f) propagates and/or promotes the incitement of racial, religious, ethnic hatred or enmity, propagates fascism or the ideology of racial superiority;
- (g) contains extremist materials;
- (h) promotes criminal activity or contains advice, instructions or guidelines for committing criminal acts;
- (i) contains information of limited access, including, but not limited to, state and commercial secrets, information about private life of third parties;
- (j) Contains advertisements or describes the attractiveness of drug use, including «digital drugs» (sound files that affect the human brain through binaural beats), information on the distribution of drugs, recipes for manufacturing it and tips for using;
- (k) Potentially can lead to unlawful conducts by misleading or breaching the trust of Users;
- (l) as well as violates other rights and interests of citizens and legal entities or legislative requirements.

unlawfully upload, store, publish, distribute and provide access or otherwise use the intellectual property of Users and third parties;

use the software and perform actions aimed at disrupting the normal functioning of the Website or users` personal pages;

upload, store, publish, distribute and provide access or otherwise use viruses, trojans and other malware;

use automated scripts (programs, bots, crawlers) to collect information on the Website and/or interact with the Website and its functionality without special permission from the Website Administrator;

by any means including but not limited to by deception, breach of trust, hacking, to attempt to gain access to another User`s login and password;

perform illegal collection and processing of the others` personal data. The User is obliged to keep secret and not provide other Users and third parties with personal data that became known to him as a result of communication with other Users (including but not limited to home addresses, phone numbers, email addresses, passport details, bank information) and information on the private life of other Users and third parties without obtaining the prior authorization of the latter;

use the Website otherwise than through the interface provided by the Website Administrator, unless such actions were expressly authorized by the User in accordance with a separate agreement with the Website Administration;

post any other information that, in the personal opinion of the Website

Administration, is undesirable, does not meet the goals of the Website, infringes on the interests of Users or for other reasons is undesirable for posting on the Website;

The User is responsible for any information that he posted on the Website, shared with other Users, as well as for any interactions with other Users at his own risk.

Fundraising campaigns and support of any armed conflicts is not allowed, regardless of the country. This includes funding weapons, any defensive equipment, travel to participate in any armed conflict or supplying goods and services for soldiers or security forces.

In case of violation by the User of one or more subclauses of cl. 3.1-3.13 of this Agreement, the Website Administrator has the right to suspend or block the User Account.

Any written and/or oral statements made by Users regarding the Website Administrator and the Website should be based solely on official information contained on the website. The User is fully responsible for all his oral and written statements made against the Website Administrator that are not contained in the official materials and documents of the Company, and undertakes to compensate for any losses incurred with the distribution by the User of information that does not correspond to official information posted on the Company's website.

The User does not have the right to sell, transfer, give or perform any other legal actions to transfer the User's Account to third parties.

## **5. Validity of the agreement**

Forced termination:

Violation of any of the terms of this Agreement by the User, including any amendments that may be made by the Website Administrator at their discretion, may result in a forced unilateral termination of the Agreement with the User and blocking or deletion of the User's account. The Agreement is considered terminated from the date of User notification by email specified by the User in the registration form.

Voluntary termination:

The User has the right to terminate the Agreement at any time for any reason. Application for termination of the Agreement must be submitted in a scanned copy of the written document and sent by e-mail to support@ufandao.com 30 CALENDAR DAYS BEFORE THE TERMINATION. The specified notification must contain the User's signature, his full name, email address, username and password for the Account.

## **6. Restricted persons**

It is forbidden to register or to offer to register on the Online Community Website, use or offer to use to natural and legal persons, having their habitual residence in any country, jurisdiction or territory where the activity of such online communities is prohibited or in any way restricted by the applicable law or regulation.

## **7. User identification and anti-money laundering (AML)**

The Company has the right to conduct verification procedures for «client identification» and «anti-money laundering» of Users if necessary or required by applicable law.

At the request of any Party of the Company, the User undertakes immediately to provide the Company with the appropriate information and documents that the Party of the Company at its discretion considers necessary or appropriate for the verification of «client identification» and «anti-money laundering». Such documentation may include but not limited to passports, driver's licenses, utility bills, photographs of verified individuals, state identification cards, or affidavits. The Company reserves the right to block a User`s account in its own discretion until specified information will be provided.

## **8. User`s responsibility for taxes**

The User is responsible for withholding, collecting, reporting and remitting the correct taxes arising from any User actions using the Website.

None of the Parties of the Company bears any obligation or liability regarding any tax consequences for the User as a result of using the Website.

## **9. Account cancellation and Refund policy**

### ***Donations between Website Users***

All donations (transactions and payments) made using the Ufandao.com platform are voluntary, fully peer-to-peer, and conducted directly between users.

The Company ("Website," "Ufandao.com platform") does not have direct control over funds donated from donors to fundraisers. It is neither a part of nor a mediator in the donation process, does not accumulate any funds, and does not make payouts.

The Company is not responsible for donations and/or any other forms of payment made on the Website.

### ***Request for Refunds or Returns for Donations***

Donations made to individual fundraisers ("Users," "Community Members," or "Dreamers") are not returnable or refundable due to their voluntary nature.

### ***Subscription Cancellation and Refund***

Ufandao.com is a non-profit platform, which does not charge its users. Subscription-based services are offered to users by ImRix.com, the Company's official fundraising software provider.

You can cancel your Subscription Plan and terminate your Personal Account. Cancellation of a subscription plan is considered the termination of the Agreement.

To cancel the Subscription Plan, a written application must be sent by email no later than 7 days prior to the desired termination date of the subscription to the Company's support service at [info@ufandao.com](mailto:info@ufandao.com) or directly to Imrix.com Support Service at [support@imrix.com](mailto:support@imrix.com).

According to the Agreement Terms of Imrix.com, if you purchase a Subscription Plan and decide to request a refund for any reason, you have 7 days to do so from the date of purchase.

If you request a refund within 7 days from the date of purchase, Imrix.com will issue a full refund of your purchase price. If you do not request a refund within the 7-day refund period, you forfeit this option and will not be eligible for a refund.

## **10. Limitation of liability**

To the fullest extent permitted by applicable law:

In no event any of the Parties of the Company will be liable for any damages incurred in connection with the use of the Website or any other legal or equitable basis (even if the Party was aware of the possibility of such losses);

In no event any of the Parties of the Company will be liable for any damages caused to the User because of hacker attacks, actions of state authorities to restrict any action related to this Agreement, other actions of crackers, and the User hereby expressly acknowledges and accepts such risks;

To the fullest extent permitted by applicable law the User disclaims any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to

any Damages whatsoever.

The Company is not liable for any delay or inability to fulfill any obligations under this Agreement if the specified delay or inability to fulfill obligations is caused by any reason beyond the proper control of the Company.

If applicable law does not allow all or any part of the above limitation of liability to apply to the User, the limitations will apply to the User only to the extent permitted by applicable law.

User understands and agrees that it is the User's obligation to ensure compliance with any legislation relevant to his or her country of domicile regarding the use of the Online Community Website, and the parties of the company are not responsible for the illegal or unauthorized use of the Website.

To the fullest extent permitted by applicable law, the User will indemnify, defend, hold harmless and reimburse the Parties of the Company from and against any claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred in a connection with:

Use of the Online Community Website;

User responsibility or obligation under this Agreement;

User violation of this Agreement;

User violation of any rights of other persons or organizations; and/or

any User action or omission that is negligent, unlawful or constitutes willful misconduct.

The Parties shall not be liable for the inability to fulfill their obligations under this

Agreement as a result of and/or connected with the occurrence of force majeure circumstances, including acts of God, labor disputes or other industrial commotions, electrical, telecommunication, computer, software or other working malfunctions of public utilities, errors or defects in software or smart contracts, earthquakes, storms or other natural disasters, blockages, embargoes, riots, government acts or orders, terrorist acts or military operations, technological changes, interest rate changes or other currency market condition.

In case of force-majeure circumstances, the Party, affected in the result of the other Party's inability to fulfill its obligations, is entitled to prefer suspending the Agreement in part or in whole for a period of force-majeure circumstances. The Party influenced by force-majeure circumstances is obliged to contribute and help the affected Party by the appropriate means to minimize the influence of force-majeure circumstances upon the affected Party. The parties have the right to terminate this Agreement if force majeure circumstances last more than three subsequent months.

The User expressly waives any statute or common law principles that would otherwise limit

the scope of this Agreement.

#### Governing law and dispute resolution

This Agreement will be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to the conflict of law rules or principles (whether of England and Wales or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

User and the Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matters arising out of or in connection with it ("Disputes"). If the parties hereto are unable to resolve a Dispute within 90 days of written notice (claim) of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in clause 8.15.

Any Dispute is personal for the User and the Company. It will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, mass action, or any other type of representative proceeding, including those involving the joinder of claims. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

The User similarly waives his or her right to trial by jury.

#### Arbitration proceedings

Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article tribunal shall consist of one arbitrator nominated by the London Court of International Arbitration.

The place of arbitration is London, Great Britain. The language of the arbitration is English  
Any award of the tribunal shall be final and binding from the day it is made.

The parties hereto agree to keep confidential all matters relating to the arbitration, including related arbitration proceedings, to the greatest extent practicable.

## **11. Miscellaneous**

#### Severability

Should any provision of this Agreement, or any provision incorporated into this Agreement in

the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement shall not be affected thereby and the affected provision shall be replaced by the provision that would to the maximum extent resemble the deleted one.

#### Assignment of rights and obligations

Website Administrator is entitled to assign rights and obligations under this Agreement after sending a prior written notification to the User by email specified by the User in the registration form.

#### Prohibition of waiver of rights

Parties' failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

#### Third Party Rights

Except as otherwise provided herein, this Agreement is intended solely for the benefit of the User and the Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

#### Notifications

All notifications, requests, complaints, petitions and other types of communication in relation to this Agreement ("Notifications") that the User sends to the Website Administrator should be written in English and delivered in person or sent by an internationally recognized courier to the legal address of the party or the address of the party specified in this Agreement, or sent by e-mail to the specified address of the party of the Website Administrator. Notification delivery is considered to be successful if the notification is delivered in person, while the Notification is sent to the address or email address, at the time of mailing or if it is sent by an internationally acclaimed delivery service on the date of delivery, except the case when such expected delivery may be affected outside of working hours (9.00 – 17.30 Monday - Friday, if it is not a public holiday in the place of the delivery), in this case a potential delivery will take place after the beginning of the next working day in the place of delivery (and all the time references refer to the local time in the place of the notification receipt)

The Website Administrator contact details for sending Notifications:

E-mail: [info@ufandao.com](mailto:info@ufandao.com)

**Date of Last Revision: October 23, 2023**