

# Terms and Conditions of Use

## Truhoma Platform

Version 4.0

Effective date: November 21, 2022

Please read this document to learn the rules and restrictions that govern your use of our Platform, websites, products, services, widgets and applications ("Services"). If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at:

- email: [info@truhoma.org](mailto:info@truhoma.org)
- address: Truhoma, Letališka cesta 33F, 1000 Ljubljana, Slovenia

These Terms and Conditions of Use ("Terms" or "Agreement") are a binding contract between you and TRUHOMA, inovativni zavod za pomoč socialno ogroženim, Letališka cesta 33F, 1000 Ljubljana, Slovenia, company registration number: 8864420000, VAT: 50456806 ("Truhoma", "Zavod Truhoma", "we" and "us"). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect as long as you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy and any other relevant policies.

Please read these Terms carefully. They cover important information about the Services that we provide to you.

These Terms include information about future changes to these Terms and about limitations of liability. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THESE TERMS; IF YOU DO NOT AGREE TO ANY OR ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such company or entity and its affiliates to the terms and conditions contained herein, in which case the terms "you", "your" or "Donor" shall refer to such company or entity and its affiliates. If you do not have such authority or if you do not agree to the terms and conditions of this Agreement, you must refrain from accepting this Agreement and may not access and/or use the Services. We recommend saving a copy of this Agreement for your records.

BY CLICKING "ACCEPT", "SIGN UP", "LOG IN" (OR ANY SIMILAR LANGUAGE), AND/OR BY ACCESSING AND/OR USING THE PRODUCTS, THE SERVICES, THE PLATFORM AND/OR YOUR ACCOUNT (ALL AS DEFINED BELOW AND COLLECTIVELY, "SERVICES"), YOU CONSENT TO BE BOUND BY THIS AGREEMENT AND AGREE THAT, FROM SUCH POINT ONWARDS, YOU SHALL BE TREATED FOR ALL INTENTS AND PURPOSES BY TRUHOMA AS A USER OF THE PLATFORM. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICES. IN ADDITION, YOU CONSENT TO THE USE OF ELECTRONIC MEANS AND/OR RECORDS TO PRESERVE YOUR ACCEPTANCE OF THIS AGREEMENT AND STORE THE INFORMATION RELATED TO THIS AGREEMENT AND YOUR USE OF THE SERVICES. YOU ALSO AGREE THAT TRUHOMA MAY PROVIDE YOU WITH NOTICES IN ACCORDANCE WITH THIS AGREEMENT.

By creating any Service account via the online user interface provided by Truhoma for accessing the Services or by otherwise accessing or using any of the Services, you agree that you have the authority to bind and you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not create a Service account, or access or use any Service. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with Truhoma for products, services or otherwise.

We provide Visitors, Registered Users, and Charity Organization Representatives with access to the Services as laid down in this Agreement.

Visitors. Visitors, as the term implies, are individuals who don't register with us, but want to view various webpages and see what the Services are all about. No login is required for Visitors. Visitors can: (a) view all publicly available content, including, without limitation, the Donation Explorer and the Donation Tracker features; (b) email us.

Registered Users. Login is required for all Registered Users, who are able to access and utilize the same functions as Visitors, including Donors, Donees and Charity Organization Representatives, and: (a) flag charities of interest in their own charity 'portfolio'; (b) update their accounts; and (c) sign up for Truhoma's notifications.

Charity Organization Representatives. Each charity may designate an official representative to manage its Truhoma profile; the representative is able to access and utilize the same functions as Registered Users, and: (a) update basic information about the applicable charity; (b) leave comments on the charity's page about its current rating; and (c) provide and/or update their data for evaluation by Truhoma to produce ratings. For purposes of the Agreement, unless otherwise stated herein, the term "Registered User" shall include Charity Organization Representatives.

Truhoma is under no obligation to accept any individual as a Registered User, and may accept or reject any registration at its sole and absolute discretion. In addition, Truhoma may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated the Agreement. We reserve the right to deny service to any person or entity at our sole and absolute discretion. You acknowledge and agree that we may stop providing you with the use of the Platform and/or the Service or restrict your use of the Platform and/or the Service at any time, without notifying you in advance, for any reason or no reason, including, without limitation, for any violation of these Terms and/or if we suspect that you have used any aspect of the Service to conduct any fraudulent or illegal activity. If we disable your access to your account, you may be prevented from accessing the Service, your account details and/or any materials contained in your account.

## Changes to these Terms

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time; if we do, we will place a notice on our website at <https://truhoma.org>, send you an email, and/or notify you by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes made by us as laid down herein, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## Privacy

Truhoma takes the privacy of its users very seriously. For the effective Privacy Policy, please click [here](#).

## Personal Data of Children

We do not knowingly collect or solicit personally identifiable data of children under 16 years of age; if you are a child under 16 years of age, please do not attempt to register for or otherwise use the Services or send us any personal data. If we learn that we have collected personal data from a child under 16 years of age, we will delete that data as quickly as possible. If you believe that a child under 16 years of age may have provided us with personal data, please contact us at: [privacy@truhoma.org](mailto:privacy@truhoma.org)

# How does the Truhoma Platform Work?

You may use the services on the Truhoma Platform ("Platform") in one of the following roles:

1. **Donee:** a person who would like to request help;
2. **Donor:** a person who would like to donate;
3. **Charity Organization Representative:** a person who facilitates the donation collection process;
4. **Unregistered Visitor;**
5. **End Recipient:** a Donee in the scope of a project created on the Platform by a charity organization.

## Care Packages and Bill Payments

The Platform enables Donee(s) to receive care packages, purchased directly by Donors. A care package is a basic unit of help that can be provided to Donees or End Recipients. Care packages are purchased and delivered with donations from Donors.

A care package is the basic unit of help provided through the Platform:

- it contains one or several physical items, mainly from the food, hygiene, cleaning and baby product categories (depending on the package type);
- all items contained in a single package are supplied by one of the partnered online stores.

The Platform also enables Donee(s) to upload bills. Truhoma reserves the right to approve or disapprove the publishing of these bills as individual requests on the platform. If confirmed individual requests with bills are financed by Donors, Truhoma will pay these bills through its account. Truhoma will do everything in its power to pay confirmed bill uploads on time, but cannot guarantee that this will be the case.

Each care package has a nominal value that represents the costs of purchasing and delivering the package to the Donee and each bill will be paid in the sum displayed on the bill.

Donees can create a donation request, selecting one or several available types of care packages of different values or uploading a bill they wish to get paid. If a care package or bill upload receives a sufficient donation, a Donee receives the package to their home address or Truhoma pays the uploaded bill in their name.

Charity organizations may create a project and collect donations for several care packages or bills of the same type. After the donations have been collected, Charity Organization Representatives distribute those packages among the End Recipients on their list, who have previously been vetted and entered into the Platform with their consent. In case of bill uploads, Truhoma pays for bills, uploaded to the project.

## Donee

If you would like to receive help in the form of a care package through our Platform, you are required to do the following:

1. **Register:** You first register an account, select a password, and verify your email address and your phone number;
2. **Provide data:** We ask you to submit some information about yourself and your household: photos of your ID document, family information, income status, members of your household, reasons why you need help, and documents that prove your circumstances. Your personal data will only be accessible to our verifier who will perform the identity and eligibility checks.
3. **Undergo checks:** After you submit your information, we will perform an identity and eligibility check within 48 hours. If we approve your account, you will be notified via email and phone.
4. **Create a request:** You can log back into the Platform and make your donation request, creating a package request within your calculated budget. You can submit a new request every 31 days.
5. **Wait for donations:** After you have published your request, Donors are able to donate for the purchase of your package(s). Your request will be closed if all your packages have been funded or if you close the request manually.

6. **Receive packages:** Packages that receive donations are purchased and delivered to your home address. You will receive a notification before delivery.
7. **Confirmation:** We send you an SMS with a request for confirmation that you have received your package(s).

## Donor

“Donor” refers to any individual, entity or organization that creates an account and donates or intends to donate funds through the Services.

If you would like to help with donations, you are required to do the following:

1. **Explore requests and projects:** View help requests by individuals or families as well as projects of charity organizations in the Donation Explorer. If you wish, you can make a donation for one or several care packages.
2. **Register or donate as a guest donor:** You can either choose to donate as a registered Donor or as a guest Donor. If you wish to register, we ask you to submit some information about yourself or the business entity that you represent. Your personal data will only be accessible to our verifier.
3. **Payment:** Select your preferred payment method and continue with the payment process. If you wish to make an offline payment, you will be requested to do so as soon as possible.
4. **Track your donation:** Your donations will be trackable, either through your account or through the Donation Tracker – on the basis of the unique donation number, sent to you via email or phone.

## Charity Organization Representative

If you would like to help the individuals and families who are already members of your charity organization (End Recipients on the Platform) and facilitate the collection of donations for them, you are required to:

1. **Register:** You first register an account, select a password and verify your email address and your phone number;
2. **Provide data:** A representative of your organization must open an account and provide personal and organization data. Your personal data and the business data of your organization will only be accessible to our verifier, who will perform the identity and eligibility checks.
3. **Checks:** After you submit your information, we will perform an identity and eligibility check within 48 hours.
4. **Sign a contract:** We will send you a physical copy of the Partnership Contract and the Truhoma Standards (“Contract”). You will need to sign the Contract and return it to us. After we receive your signed Contract, we will be able to approve your account.
5. **List aid recipients:** You will be able to add help recipients (End Recipients on the Platform) – individuals and family representatives who have been vetted by your organization and signed an agreement, which includes our Terms and Conditions of Use and Privacy Policy.
6. **Start a project:** You can then create a project to collect donations for a single type of care packages.
7. **Collect donations:** After publishing your project, Donors can discover it through the Donation Explorer and donate for one or several care packages.
8. **Distribute packages:** Once your project is closed, you will be able to distribute the care packages that received funding among the End Recipients on your list. The End Recipients will receive the care packages to their home address.

## Services

“Services” refers to various services provided to you by Truhoma and/or its affiliates. The Services are based on internet and/or blockchain technologies and offered via the Truhoma Platform (“Platform”). The purpose of the Services is to use blockchain technologies to enable third-party nonprofit entities or organizations to receive Donations, and to provide transparency and accountability to donors by sharing financial information and direct project results in real time.

## Donations

As a Donor, you have several payment options to choose from:

- Bank transfer: you will receive payment instructions and conclude your payment through your online bank account;
- Card payment, payment with virtual currencies (cryptocurrencies): you will be able to make an instant online payment, either by using your card or mobile wallets, such as the Elly Wallet.

Your entire donation will be used for the purchase and delivery of the selected care package(s) or payment of uploaded bill payments. All donations are subject to a transaction fee for each donation. Truhoma will cover all transaction fees with special collaboration with its partners. The payments are non-refundable: once you make your payment, you will not be able to cancel it or receive any refunds. The costs of the different payment methods will be compensated through discounts from the partnered online stores.

The minimum amount that can be donated is 1 EUR and only full EUR amounts can be donated; the donation amounts are not limited in any other way. Donors can donate 1 EUR or more with each payment.

If you believe that a payment was made in error due to an application malfunction or other technical issues, please contact us at: [info@truhoma.org](mailto:info@truhoma.org)

## Legal Basis

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, that you have received your parent's or guardian's permission to use the Services and got your parent or guardian to agree to these Terms on your behalf). If you agree to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization's or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except in this sentence, refer to that organization or entity).

You will only use the Services in a manner that complies with all laws that apply to you. Any use by you of the Services – whether as a Donee, a Donor or as a Charity Organization Representative (each, as defined above) – must comply with all applicable laws that relate to the donations (as defined above). If your use of the Services is prohibited by applicable laws, you are not authorized to use the Services. If your use of the Services is limited or conditioned by applicable laws, then you are only authorized to use the Services if and when you fully comply with those limitations and conditions. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account, password and any other access tools or credentials. You are responsible for any activity associated with your account. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to: (a) immediately notify Truhoma of any unauthorised use of your password or account or any other breach of security; and (b) sign out of your account at the end of each session when accessing the Services. Truhoma will not be liable for any loss or damage arising from your failure to comply with this Section.

## Messaging

As part of the Services, you may receive communications through the Services, including messages that Truhoma sends you (for example, via email or via SMS to your phone number). For verifying your email address and mobile phone number, you will need to take some actions after receiving those messages (for example, click on the link or enter the PIN number).

## Restrictions

You represent, warrant, and agree that you will not contribute any Content (as defined below) or otherwise use the Services or interact with the Services in a manner that:

1. infringes or violates the intellectual property rights or any other rights of anyone else (including Truhoma Fund Inc. and Zavod Truhoma);
2. violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Zavod Truhoma;
3. is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. jeopardizes the security of your account or anyone else's account (such as allowing someone else to log into the Services as you);
5. attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. violates the security of any computer network, or cracks any passwords or security encryption codes;
7. runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper functioning of the Services (including by placing an unreasonable load on the Services' infrastructure);
8. "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
9. copies or stores any significant portion of the Content; or
10. decompiles, reverse-engineers, or otherwise attempts to obtain the source code or underlying ideas or information relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

## User Rights

We permit you to view and use the Platform/Services solely for personal or nonprofit use. You agree not to license, create derivative works from, transfer, sell or re-sell any information, content, materials, data or services obtained from the Platform or through the Services.

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and not to use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's rights (including those of Zavod Truhoma and Truhoma Fund Inc.).

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) the Content solely for the purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that Truhoma Fund Inc. owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that, even where these functionalities exist, all the restrictions in this section still apply.

## Responsibility for the Content

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated. You access all such information and Content at your own risk, and we are not liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not having acquired the Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant that you have all rights necessary to do so for the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Zavod Truhoma. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Zavod Truhoma is not responsible for such risks.

Zavod Truhoma has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Zavod Truhoma will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

If there is a dispute between participants on this site or in the Services, or between users and any third party, you agree that Zavod Truhoma is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Zavod Truhoma, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

## **Cost of Services**

The Services are free of charge or any fees. Please note that any payment terms presented to you in the process of sending or receiving donations are deemed part of these Terms. Currently, Truhoma does not charge any transaction fee or platform operation fee on any donation. Truhoma may, from time to time, modify, amend, or supplement its fees and billing procedures, and such changes shall be effective immediately upon posting an update of these Terms or posting such changes elsewhere on the Platform. If there is a dispute regarding your payment of fees, or the Service, Truhoma shall have the right to terminate your account without prior notice. **YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES ARE NON-REFUNDABLE IN WHOLE OR IN PART.** Truhoma is not a cryptocurrency exchange or wallet service and does not receive, hold or exchange digital currencies on behalf of any charity. Truhoma does not withhold funds for tax purposes or otherwise. Charities will be solely responsible for taxes based on applicable international, federal, state, local or any other tax or levy legislation.

## **Stopping the Use of Services**

You are free to stop using the Services at any time by contacting us at: [privacy@truhoma.org](mailto:privacy@truhoma.org); please refer to our Privacy Policy to understand how we treat the data you provide to us after you have stopped using our Services.

The Truhoma Platform is also free to terminate (or suspend access to) your use of the Services or your account for any reason at our discretion, including your breach of these Terms. Zavod Truhoma has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms; for

example, a Donor who believes that a charity organization may be in breach of these Terms is not able to enforce these Terms against that organization.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before deciding to terminate your account.

If you have deleted your account by mistake, contact us immediately at: [privacy@truhoma.org](mailto:privacy@truhoma.org) – we will try to help, but unfortunately, we can't promise that we will be able to recover or restore anything.

After their termination, these Terms are survived by provisions that should survive the termination due to their nature. For example, termination is survived by all of the following: any obligation that you have to pay us or indemnify us against; any limitations of our liability; and any terms regarding ownership or intellectual property rights.

## Disclaimers and Miscellaneous

### Warranty Disclaimer

Zavod Truhoma and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents as well as each of their respective successors and assignees (Zavod Truhoma and all such parties together, "Zavod Truhoma Parties") make no representations or warranties concerning the Services, including, without limitation, regarding any Content contained in or accessed through the Services, and the Zavod Truhoma Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of the material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of your use of, or in any way related to, your participation in the Services, including any donations.

The Zavod Truhoma Parties make no representations or warranties regarding the suggestions or recommendations of the services or products offered or purchased through or in connection with the Services. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM AND THE SERVICE AND THE CONTENT AS PROVIDED BY ZAVOD TRUHOMA (AND ITS LICENSORS AND SUPPLIERS) IS AT YOUR SOLE RISK AND THAT THE PLATFORM AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TRUHOMA MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY MATERIALS, INFORMATION OR DATA AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE PLATFORM OR THE SERVICE.

TRUHOMA DOES NOT REPRESENT OR WARRANT THAT: (A) YOU WILL BE ABLE TO ACCESS OR USE THE PLATFORM AND/OR THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (B) THE OPERATION OF THE PLATFORM OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) YOUR USE OF THE PLATFORM OR THE SERVICE WILL MEET YOUR REQUIREMENTS; (D) DEFECTS IN THE OPERATION OF THE PLATFORM OR THE SERVICE WILL BE CORRECTED; OR (E) THE PLATFORM OR THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM OR THE SERVICE IS AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, MOBILE PHONE OR OTHER DEVICE OR ANY LOSS OF DATA RESULTING FROM DOWNLOADING OR OBTAINING SUCH MATERIALS.



## Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE ZAVOD TRUHOMA PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION,

(B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY,

(C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE HIGHER OF (I) ONE-HUNDRED (100) EUROS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO ZAVOD TRUHOMA IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR

(D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

## Indemnity

To the fullest extent allowed by applicable law, you agree to indemnify and hold the Zavod Truhoma Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

## Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Zavod Truhoma's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without your consent.

## Choice of Law

These Terms are governed by and will be construed under the applicable laws of the Republic Slovenia, without regard to the conflicts of the provisions thereof.

## Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Zavod Truhoma may, at its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Zavod Truhoma agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Zavod Truhoma, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Zavod Truhoma, and that you do not have any authority of any kind to bind Zavod Truhoma in any respect whatsoever.

## **ADDITIONAL Donor Terms**

The Donor is subject to the following additional terms:

### **Donor's Risk**

All donations shall be at your own risk. When you make a donation, it is your responsibility to understand how your funds will be used. Truhoma is not and will not be responsible for ensuring that the information (including credentials) provided by a Charity Organization Representative is accurate or up-to-date since Truhoma doesn't control the actions of the charity.

### **Donor Commitments**

By donating funds through the Services, you represent and warrant that (a) you are at least 18 or are of legal age to form a binding contract under applicable laws; (b) you have full legal capacity and sufficient authorizations to enter these Terms; (c) any donation you make is legal in your jurisdiction; (d) all donations to the charities are made as unrestricted gifts and may not be restricted to any particular purpose; (e) donations will be made via third-party digital currency wallet providers not associated with Truhoma and that Truhoma does not collect, store, or transmit any digital currency that you may donate; and that (f) all donations, including to Truhoma and/or any third-party charity, are final and non-refundable.

### **Tax Deductions**

Truhoma makes no representation as to whether all or any portion of your donations are tax-deductible or eligible for tax credits. Truhoma will have no liability for any claim by any federal, state, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by you. You should consult your tax advisor as to the amount of your donation that is tax deductible or eligible for tax recognition, if any.

### **Donor Data**

Because Truhoma processes donations, Donors understand that the data provided by Donors to Truhoma could be passed on to Charity Organization Representatives to a sufficient degree that enables the Charity to provide adequate donation substantiation. The Donor thus acknowledges and agrees that, in accordance with the Privacy Policy, some of the Donor's personal data could be shared with the charity to which such Donor makes a donation.

## **ADDITIONAL Charity Organization Representative Terms**

Any Charity that creates an account and solicits donations through the Services is subject to the following additional terms:

### **Charity Fundraising**

By raising funds through the Services, you and the charity that you represent agree that you and the charity will comply with all applicable, state and local solicitation and/or fundraising laws, and you further represent and warrant that: (a) you are the authorized representative of the charity with the relevant authority: (i) to solicit donations for the charity; and (ii) to bind the charity to these Terms; (b) the charity has and will maintain tax-exempt status under section 501(c)(3) of the Internal Revenue Code or the equivalent registered status in your country; (c) the charity has a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and regulations; (d) all donated funds will be used solely for the purpose you stated in your registration for the Services, and under no circumstances may you use the funds for any other purpose; (e) the charity and/or its authorized representative understands that most states require some form of registration with the applicable governmental authority in order to solicit donations in those states, and agree that they are or will become compliant with those rules, and that Truhoma has no responsibilities for their registrations; and (f) all donations accepted shall be at your or the charity's own risk. When you or the charity accept a donation from the Donor, it is your responsibility to understand where the donation comes from. We do not verify the donation's source of funds. Truhoma is not responsible for any money laundering issue or similar risks related to the donation. Similarly, Truhoma is not and will not be responsible for ensuring that the information (including credentials) provided by a Donor is accurate or up-to-date since Truhoma does not control the actions of the Donor.

#### Acceptable Donations

Donations through the Platform may only be made to organizations, trustees, or private or public foundations recognized as charities by their government under applicable law. Truhoma reserves the sole and exclusive right to disallow donations to non-qualified organizations or to terrorist-supporting organizations.

#### Care Packages

Any campaign (including but not limited to any donation request or charity project) that you post on the Platform must comply with applicable law and the provisions set forth in these Terms. Any campaign (including but not limited to any donation request or charity project) posted may not be removed once a donation has been made.