



July 2024

STICHTING 5W FOUNDATION TERMS & CONDITIONS POLICY

INTRODUCTION

These terms and conditions shall govern your use of our website.

By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

When you register with our website, submit information, or use any of our website services, you agree to these terms and conditions.

You must be at least [18] years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.

Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

USE OF OUR WEBSITE

You may:

- view pages from our website in a web browser;
- download pages from our website for caching in a web browser;
- view audio and video files from our website; and subject to the other provisions of these terms and conditions.

Except as expressly permitted in these Terms & Conditions, you must not download any material from our website or save any such material to your computer.

You may only use our website for your own personal and our purposes, and you must not use our website for any other purposes.

Except as expressly permitted by these Terms and Conditions, you must not edit or otherwise modify any material on our website; or attempt to do so.

Unless you own or control the relevant rights in the material, you must not:

- republish material from our website (including republication on another website);
- sell, rent or sub-license material from our website;
- show any material from our website in public;
- exploit material from our website for a commercial purpose; or
- redistribute material from our website.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete, and clear.

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion;

You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

You may not:

- use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, or other malicious computer software;



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- conduct any data collection activities on or in relation to our website without our express written consent;
 - access or otherwise interact with our website using any robot or other automated means, except for the purpose of search engine indexing;
 - use data collected from our website for any direct marketing activity, including without limitation email marketing, SMS marketing, telemarketing, and direct mailing.
 - use data collected from our website to contact individuals, companies or other persons or entities.

SIGNING UP

- You may register for an account with our website by completing and submitting the required account registration information and completing the KTC/KYB/KYW verification process.
- You must verify the email link sent to you during the sign-up process.
- You must provide correct true, accurate, current, complete, and clear information when requested.
- You must not allow any other person to use your account to access the website.
- You must notify us in writing immediately if you become aware of any unauthorized use of your account, or disclosure of your password.
- You must not use any other person's account to access the website, unless you have that person's express permission to do so.
- Your user ID must not be liable to mislead and must comply with the content rules set out in these Terms;
- You must not use your account or user ID for or in connection with the impersonation of any person.
- You must keep your password confidential.
- You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

CANCELLATION AND SUSPENSION OF ACCOUNT

We may:

- suspend your account;
- cancel your account; and/or
- edit your account details,
- at any time in our sole discretion without notice or explanation.

You may cancel your account on our website [using your account control panel on the website].

In the event of a suspension or cancellation of your account any funds indicated on your account which you have already donated will not be refunded and will continue to be used for the purpose/species/project for which they were donated.

In the event of an account suspension or cancellation all KYC/KYB/KYW and submitted information may be securely retained, for the purposes of regulatory compliance.

SUBMITTED CONTENT

In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software, and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website or other methods.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate, and distribute your content in any existing or future media.

You grant to us the right to bring an action for infringement of the rights licensed above.



You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

You may request in writing any edits of your content we have utilized.

Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

You warrant and represent that your content will comply with these terms and conditions.

Your content must not be illegal or unlawful, must not infringe any person's or corporate legal rights, and must not be capable of giving rise to legal action against any person or corporate, in each case, in any jurisdiction, and under any applicable law.

Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- be libellous or maliciously false;
- promote, incite, support, or encourage the hunting or poaching of threatened species;
- promote, incite, support, or encourage the destruction of biodiverse habitats;
- promote, incite, support, or encourage any aspect of the illegal trade in live animals or animal parts;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
- infringe any right of confidence, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court, or in breach of any court order;
- be in breach of racial or religious hatred or discrimination legislation;
- be blasphemous;
- be in breach of official secrets legislation;
- be in breach of any contractual obligation owed to any person;
- depict violence in an explicit, graphic or gratuitous manner;
- be pornographic, lewd, suggestive or sexually explicit;
- be untrue, false, inaccurate, or misleading;
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- constitute spam;
- be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory, or inflammatory; or
- cause annoyance, inconvenience, or needless anxiety to any person.

LIMITED WARRANTIES

We do not warrant or represent:

- the completeness or accuracy of the information published on our website;
- that the material on the website is up to date; or
- that the website or any service on the website will remain available.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

To the maximum extent permitted by applicable law and subject to the Terms below, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.



LIMITATIONS AND EXCLUSIONS OF LIABILITY

Nothing in these terms and conditions will:

- limit or exclude any liability for death or personal injury resulting from negligence;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit any liabilities in any way that is not permitted under applicable law; or
- exclude any liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in these terms and conditions as subject to and govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database, or software.

We will not be liable to you in respect of any special, indirect, or consequential loss or damage.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

BREACHES OF THESE TERMS & CONDITIONS

Without prejudice to our other rights under these Terms & Conditions, if you breach these Terms and Conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- send you one or more formal warnings;
- temporarily suspend your access to our website;
- permanently prohibit you from accessing our website;
- block computers using your IP address from accessing our website;
- contact any or all of your internet service providers and request that they block your access to our website;

- commence legal action against you, whether for breach of contract or otherwise; and/or
- suspend or delete your account on our website.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking, including without limitation the creating and/or using a different account.

VARIATION

We may revise these terms and conditions from time to time.

The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we may disable or delete your account on the website, and you must stop using the website.



ASSIGNMENT

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

You may not, without our prior written consent assign, transfer, sub-contract, or otherwise deal with any of your rights and/or obligations under these terms and conditions.

SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

THIRD PARTY RIGHTS

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

COPYRIGHT

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Subject to the express provisions of these terms and conditions:

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- all the copyright and other intellectual property rights in our website and the material on our website are reserved.
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- Some images displayed on this website are used with the kind permission of our colleagues at The Smithsonian Conservation Biology Institute (SCBI), the International Union for Conservation of Nature (IUCN) and Secretariat of the Convention on Biological Diversity (CBD), and the UN and various departments/divisions.
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- 5W Foundation does not grant you any express or implied right under any of its trademarks, copyrights or other proprietary information. In the event that we grant you any permission to use 5W Foundation trademarks or copyrights, you acknowledge that you will not gain any ownership rights to the same.



ENTIRE AGREEMENT

These terms and conditions, together with our other policies, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with Netherlands Law. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Netherlands.

STATUTORY & REGULATORY DISCLOSURES

We are registered as Stichting 5W Foundation with Netherlands Chamber of Commerce in Netherlands (www.kvk.nl) and are subject to Netherlands Law. Our KvK registration number is 85846759.

We are a registered non-profit organization.

As an approved Public Benefit Organisation (PBO) we hold ANBI status (Algemeen nut beogende instelling), which is supervised by the Dutch Tax and Customs Administration (www.belastingdienst.nl).

We subscribe to codes of conduct, as laid out in our Policies, which can be seen on our website or the KvK database.

Our RSIN number is 863764939.

Our SIB Code is 94996 - Other idealistic organizations.

Our VAT Identification Number is NL863764939B01.

CONTACT DETAILS

This website is owned and operated by Stichting 5W Foundation.

We are registered in Amsterdam, Netherlands under Chamber of Commerce registration number [number].

Our principal place of business is at Stichting 5W Foundation, Jan Luijkenstraat 12, 1071CM, Amsterdam, North Holland, Netherlands

You may contact us:

- by post, to Stichting 5W Foundation, PO Box 78049, 1070LP Amsterdam, North Holland, Netherlands
- using our website contact form;
- by telephone, on the contact number published on our website; or
- by email, using [info \(at\) 5wf \(dot\) org](mailto:info@5wf.org)
- via social media, address and links provided on our website.

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