

General:

This text comprises the total terms of use (“**terms of use**”) of the website (the “**website**”) www.giveandfund.com (“**G&F**” for short). M.F.C. Company is the website administrator (Administrator). The visitor/user/creator of the website and the services provided therein irrevocably accept the following terms of use that are applicable for the entire website content, the graphics, the images, the photographs and every file and application included in the website.

Service provided:

www.giveandfund.com is a website that includes the homonymous funding “platform” (fundraising, crowdfunding) giveandfund.com or G&F for short. By following a specific procedure and always in accordance with the present terms of use, the website literally gives anyone the opportunity to create their own fundraising website (User) simply, easily and quickly, or to fund a purpose and project (Donor) at their discretion.

Terminology:

“**Website**”: www.giveandfund.com / “G&F/

Platform/giveandfund “Administrator”: M.F.C. Company based in Athens, Greece

“**Creator**”: User/Creator/project creator/ personal website creator via the G&F platform

“**User Account**”: Personal website via G&F

“**Donor**”: Project funder/Supporter

Member: Creator/Donor. Individual or Legal entity that gives its personal details to the website for registration

“**Donation**”: Donor grant/Funding/contribution

“**Project**”: Creator’s project/

“**Type of project / Project**”: Life project /Startups/ NPOs.

“**Life project**”: Refer to creator’s projects that do not have an enterprising nature.

“Startup”: Project with an enterprising nature / effort

“NPOs”: Non-Profit Organisations

“NGOs”: Non-Governmental Organisations

“Rewards”: Returns, rewards. These are offered by the Creator of every Startup to the project’s Funders

“Visitors”: Visitor of the website or project

“Fundraising”: Collection of funds

“Crowdfunding”: Funding by a large number of people.

“Registration Form”: Registration form with personal details and information that concerns Creators and Donors

Please read the following terms of use carefully prior to using the website, since you will only be able to access the latter and use the services provided therein after reading, fully comprehending and accepting the terms and condition set out below. On the contrary, you will not be granted access to the website to use the provided services. Therefore, access to the website and the use of the provided services entails your irrevocable declaration of will to be bound by the terms of use herein.

As administrators and beneficiaries of the website, we unconditionally reserve the right to unilaterally amend the terms of use herein at any time without prior notification. In any event, these changes will be posted on the website immediately along with an indication of the year and date of the last change/amendment/revision thereof. In this case, website access and use are continued without any other unconditional acceptance of the amended terms of use by the website visitor/user.

This said, should you disagree with the present terms of use or any change thereof for any reason, we kindly request that you immediately stop accessing or using the website and the provided services.

General Terms:

The website is addressed to visitors/user who:

1. Are over 18 years of age and have full legal capacity, or are between 14-17 years of ages on condition that they operate with the consent, responsibility and custody of a parent/guardian or other competent body and all the provisions pursuant to the respective law of their place of residence are met.
2. Have not been banned from accessing and using the website for any reason.
3. Project creators do not use the account of another creator, supporter or visitor without their consent or permission.
4. The website visitors/users verify and pledge that they comply with the said conditions by completing the necessary details in the respective section of the registration form and they state that all the declared details are accurate and true.
5. Should the website administrator perceive that the declared details are inaccurate, he reserves the right to abolish or block the account of the said User.
6. In any event, the website Administrator reserves the right to refuse the access or use of the website to any natural person or legal entity without special reasoning being required for the said refusal/termination.
7. Every Creator that submits a project to G&F for approval is required to define the specific financial target and period for its implementation from the very beginning. Startups do not exceed 45 calendar days and Life projects and NPOs do not exceed 120 calendar days.
8. Donations are made either by credit/debit card or by funds transfer from a Paypal account.
9. Each Creator sets up a personal Paypal account, if one does not already exist, in order to directly raise the donations from the project's supporters, less charges stated below.
10. Each Creator can have a maximum of 4 projects per year. For more, contact admin@giveandfund.com
11. The donor can make a maximum number of four donations per project or per project phase. For more, contact admin@giveandfund.com

12. The amount of each donation should range between 5- 1,500 Euros. For greater donations, contact admin@giveandfund.com

13. Each candidate creator submits the project to be funded to giveandfund.com for approval. Once it is approved, (usually within 2 working days) it may send the website that it created or part of it or a link that will redirect to the website to third parties and the media for promotional and information purposes that will increase its funding.

14. Creators are prohibited from sending spam e-mails or mass mail to unknown addresses to promote the project; this could result in the project being terminated.

USER-ACCOUNT

G&F offers to the User the ability to construct a website (Account) that will mandatorily fall into one of the following types:

1. Life Projects

This field consists of fundraising for various purposes and activities relating to human life in general, the prompting and encouragement of friends and acquaintances, the ability to share and support goals and dreams, such as a wedding, a school excursion, an educational trip, an athletic mission as well as the ability to contribute to their fellow man in a time of need, to the best of their abilities, for medical reasons, humanitarian and/or philanthropic causes.

In the case of Life projects, whose categories are described in the G&F platform and are essentially open to any form of legal fundraising activity for human activities that are not associated with enterprising, the creators are not required to offer rewards. This said, in certain cases the creators may decide to offer to their Supporters some sort of reward.

2. Startups and enterprising efforts

The website gives to anyone (individuals, organisations, companies, etc) with an enterprising idea and that needs funds to support it, the ability to collect the capital to startup or implement the idea via the relative website that they will create, **at the same time offering returns or rewards for the funds it receives**. These returns usually concern or are associated in some way with the said product or service and it is explicitly stipulated that they do not concern any type of equities and shares or cash.

With respect to the creation of the website, the “creator” must cumulatively meet the general conditions (see above) and those set out below:

1. If the 45-day period does not suffice for the creator, who requires more time to raise funds given the nature of the project, the project can be divided into the implementation phases A, B, C and D from the beginning, however each of these phases cannot exceed 45 days. The financial target of the first phase (e.g. A) must be achieved before moving on to the next phase (e.g. B, C, D).
2. If the financial target is not achieved within the defined period, the funds that have been raised will be returned to those that gave them and the creator shall not have any obligation to offer a return or reward.
3. Any funds that are raised within the defined period end up with the website Creator/project manager,
4. **A)** provided that the initially defined financial target is achieved or
B) provided that 90% of the initially defined financial target is achieved on condition that this is explicitly stated at the beginning of the project’s creation and given that it is possible to complete the project with the reduced funds even if this implies the creator’s inability to implement a less substantial –thus not primary – project action.

3. NPOs/NGOs

This field consists of the initiatives of all Non-Profit Organisations/Non-Governmental Organisations, bodies and collectives to create the website of their desire in order to raise funds for an activity, the collection of all types of grants and financial support in general.

Billing Policy

G&F charges a commission of 4.5 % + 0.20 cents of the exchange currency from each donation. The deduction of 4.5 % + 0.20 cents of the exchange currency per transaction by G&F and the Paypal deduction of 3.4 % + 0.35 Euros per donation is deducted automatically with the deposit of every monetary amount/donation.

The Creator need not concern himself with accounting and payments later. The above commissions incur another expense, that of VAT at rate of 23%, which is only applied to commissions and not the funding amount. The project creators will need to calculate that VAT corresponds to approximately 1-2 % of the total funding amount and concerns creators residing in the European Union. VAT is not charged to creators that originate from countries outside of the European Union. However, depending on the creator's Country or State of origin another corresponding tax may be applied.

PayPal operates as a third party money processor and may change its charges or policy for which G&F shall not be held liable. Moreover, donations are not deducted from the donor's tax, nor does Paypal provide the donors with certificates or other documents other than the funds deposit receipt. The creators are provided with a receipt for the commission that is deducted by G&F.

Certificates that are issued for the donor's tax deduction and concern donations made to recognized NPOs, who according to the respective laws and provisions of each Country or State have this right, shall be issued and sent by the respective NPO to the donor and not by G&F and only if this is stated in the project's page that has been posted by the NPO.

Every project Creator is exclusively responsible for issuing documents for taxation or other purposes that may be required by his Country or place of residence. Every creator, or the Administrator or a third person, and not G&F are exclusively responsible for settling and arranging any obligation arising with the local tax authorities of each creator in relation to their funding.

Funds Refund Policy

Funds are refunded to the Donors only in the case of Startups that did not achieve the financial target that had been set for the required period. Under no other circumstances are funds refunded to donors or commissions to project Creators. This applies to all project types.

It should be noted that the donation/contribution/grant constitutes a transaction exclusively between the project Creator and the Supporter/Donor.

Visitor/user liability:

The visitor/user of the website and provided services is solely and exclusively responsible for any damage that is incurred by the website due to the bad, unfair or incorrect use of the website and the respective services. The website Creator shall be held completely liable for every content, posting or electronically-performed “act” that offends the personality, honour or esteem of third parties, violates Law 2472/1997 regarding personal data, or the provisions of the civil and criminal law in general. Thus, we point out that **the website Creator shall be held exclusively liable**, who will be responsible for restitution as well as any moral damage and every civil claims and criminal persecutions raised, for **any loss or damage of legal rights and interests incurred due to the website and via the provided services**, specifically but not exclusive to the posting, publication, announcement or forwarding of any abusive, offending, defamatory, false, untrue, slanderous, antinational, racist and generally any criminally or civilly punishable content, thus **the website Administrator or Beneficiary is explicitly and unconditionally released of any liability**, even for slight negligence.

In this context, we point out the systematic supervision by G&F and/or authorized partners of the provided services, posts, publications, and announcements made therein. Consequently, if at any time the website administrator-beneficiary is informed in an appropriate manner of content, posts, publications, announcements or any information in general that is illegal or contrary to the provisions of Greek, European and International Law, if it offends the personality, honour and esteem of any third party, is defamatory or slanderous or abusive in any way and according to his judgement may raise civil or criminal claims, on the one hand he is not liable for any financial or other loss and moral damages and on the other he is entitled without notification:

- a) to immediately delete the said content by removing it from the website without the visitor/user/Administrator’s warning or consent
- b) to immediately terminate the operation of any active account of the said user and/or prohibit the said user/visitor’s access to the website, namely by temporarily or permanently blocking the use of passwords that have been created for visiting/using the website
- c) to take every measure that he deems appropriate so as to prevent the said act, or for its results not to occur to the best of his ability given the electronic nature of the means and the offense

d) to cooperate with Greek, European and International Authorities and competent bodies, to provide any information that is requested and to act legally in order to participate in uncovering the identity of the visitor/user that has committed the said offenses.

Indicative, but not restrictive, citation of the website visitors/users' prohibited activities:

The website visitors/users declare that they respect and abide by the existing legislation, the Constitution and the Laws of Greece, the European and International Conventions, as well as the generally accepted principles of the Code of Conduct for the Internet and Communication. Hence, when accessing and using the website and the provided services, they are required to refrain from:

- 1) posting and publishing content that does not correspond to the purposes of this website and which is false and does not correspond to the true will of the visitor/user of the said website.
- 2) posting and publishing content that is contrary to the Law and good morals, is illegal, prohibited and punishable and that raises civil and criminal claims and prosecutions
- 3) posting and publishing content that is offensive to the personality, honour and esteem and public image, the reputation and property of any third natural person or legal entity or association of persons without legal personality
- 4) posting and publishing content that is contrary and/or offensive to the fundamental Constitutionally-established rights concerning the values of human life, honour, property, religion, labour and self-determination
- 5) posting and publishing content that constitutes the subjective or objective element of any crime of the Penal Code and/or the Special Penal Laws
- 6) posting and publishing content that violates personal data as defined and protected by the provisions of Law 2472/1997, as amended and in force
- 7) posting and publishing content that contains pornographic material, particularly child pornography or content that offends the protection of minors as provided by the Constitution
- 8) laundering or attempting to launder funds that originate from illegal activities or criminal acts or the presentation of such funds as legal profits
- 9) posting and publishing content that is offensive or runs counter to Democracy, the right of religious tolerance, the respect and protection of diversity, the protection of minority groups, promotes racism and xenophobia in any way, displays or supports

any form of forbidden discrimination due to ethnicity, colour, language, gender or race, or generally offends the individual, political and social rights of Greek citizens

As soon as the visitors/users of the website and provided services become aware that any of the above forbidden acts are being committed, they are required to immediately notify the website administrator-beneficiary in order for the latter to take all the necessary measures, to delete the post-announcement-content and possibly discontinue the user's account and take every legal action against him.

We note that the website administrator – beneficiary shall not be held liable under any circumstances for any of the above acts that are committed by the website visitors/users.

Limited liability of the website and the website administrator-beneficiary

The website Administrator – beneficiary shall not be held liable for any financial or other loss that the visitor/user will incur due to the website, the services, the choices and contents thereof, the access which is chosen at his absolute free will and following the explicit knowledge and unconditional acceptance of all the terms of use.

With respect to the website and the provided services, the visitor/user accepts them on a “take it or leave it” basis that is without any form of warranty being explicitly expressed, or indirectly deduced in any way. Thus, it is explicitly determined from the present terms of use that the website administrator – beneficiary does not provide any warranty for the website and/or the provided services, pursuant to the law, including, but not limited to those stated, which entail the marketability and suitability of a specific purpose, namely the one that is stated as “provided service” from the present terms of use.

Furthermore, the website Administrator – beneficiary does not guarantee in any way that the website, the provided services and the content in general will be provided without interruptions, without errors and without shortcomings. Consequently, no warranty is provided in terms of the credibility, completeness and/or the availability of the content, pages, services and choices of the website or their results. Naturally, every visitor/user of the website and the provided services is given the opportunity to report any problems, malfunctions, errors or shortcomings to the website administrator – beneficiary in an appropriate manner for the purpose of restoring these given the nature of the electronic means.

Furthermore, the website administrator – beneficiary does not guarantee in any way that the website or websites to which it possibly redirects as well as the servers via which access is permitted to visitors/users are provided free of electronic “viruses” malicious software or other harmful components given the nature of the electronic means, thus being released from any relevant liability.

We repeat that the visitor/user/Creator of the website comprehends and accepts the exclusive responsibility of compensating the website administrator – beneficiary for any illegal or unfair, civilly or criminally punishable act which will result in civil and criminal lawsuits and persecutions being raised against the latter and for any legal dispute that may arise between him and third natural persons or legal entities, or associations of persons without legal personality as a result of the content that the visitor/user/Creator has made available or has chosen to post, publish, announce or transfer by any other means via the website and the provided services.

In addition, giveandfund.com as well as its administrator/beneficiary shall not be liable for any erroneous, illegal and inappropriate public or private use of the website content as well as the content of the creators/users' projects.

Finally, we point out that the visitor/user/Creator of the website comprehends and accepts that he may be subject to content or comments by the user, which are improper, offensive, inaccurate, subjective and he agrees that giveandfund.com as well as their administrator/beneficiary shall not be liable for any loss that he may allege was a result of being subjected to the said content.

Visitor/user comments - posts

The website gives to the Donors/users of the website and the provided services the opportunity to post comments and their opinions in general with posts, applications, publications, announcements and the content of the above in general, without the prior consent of G&F. The website administrator – beneficiary reserves the exclusive right of the ex ante review of the said comments and consequently reserves the exclusive right of not posting or deleting the comments posted by the website visitors/users at his discretion and without justification provided that these are outside the letter and spirit of the present terms of use and especially, but not restrictively, if these comments:

- Have an unfair promotional character
- Have defamatory content
- Include links or hyperlinks or html codes, which according to the website administrator – beneficiary may harm the latter
- Create controversies with other visitors/users of the website or its services
- Contain illegal, immoral or abusive content, particularly if there are racist or xenophobic perceptions, including forbidden discriminations due to ethnicity, colour, religion, language, gender or race,

and generally when these comments, according to the website administrator – beneficiary's exclusive and uncontrolled judgement, are considered irrelevant with the

provided service or were posted for an irrelevant purpose other than the purpose of the website and provided service.

Every creator is required to check every comment that is posted by his Supporters on the project's website and if he considers these offend him or his project, he is able to delete these. In every event, every creator ought to check the postings on his website.

Links redirecting to other websites:

The website includes links that redirect to other websites, which are controlled by the administrators – beneficiaries of those websites and under no circumstance by the giveandfund website administrator-beneficiary.

It is therefore stipulated that it is not possible for the website to check the availability, personal data protection policy, the quality and completeness of the services of other websites to which it may redirect via links, hyperlinks or advertising banners. Thus, should any problem or malfunction arise as a result, the visitor/user is required to address the main administrators – beneficiaries of the said websites that are liable for these, hence the website administrator – beneficiary shall not be held liable even for slight negligence.

Subsequently, the website is not liable under any circumstance for the content of the above websites, nor does it declare that it agrees, follows and accepts the policy that they may follow, nor does it agree in any way with the positions, opinions and it does not adopt and accept their content in general.

We stress that the website is explicitly, clearly and emphatically distinguished by third party service providers that may be promoted or advertised therein and therefore the administrator is not involved in any way or liable for any business transaction that may arise because of their mutual relations.

Privacy Policy:

The administration, processing and protection of the personal data of the visitor/user of the website and provided services is governed by the present terms, simultaneously and in a complementary manner applying the provisions of Law 2472/1997 on the Protection of Individuals with regard to the Processing of Personal Data, as amended and in force. The law was complemented by PD 207/1998 and 79/2000, article 8 of Law 2819/2000 and the European Directives 95/46/EC, 97/66/EC and specialized with the decisions by the Hellenic Protection Authority.

These terms are expressed taking into consideration the rapid technological development, particularly the nature of the Internet as an electronic means as well as the respective legislation. In every event, the website administrator – beneficiary reserves the right to amend, alter and generally change the personal data protection

terms after notifying the visitor/user and always within the existing and constantly changing, with respect to these issues, legal framework at a Greek, European and International level.

It is stressed that this chapter constitutes part of the terms of use of the website www.giveandfund.com thus, if a website visitor/user disagrees with the present personal data protection terms, he is required not to use / or stop using the website and its provided services.

The personal data that is provided by a Member/User/Creator/Supporter is stored as information. Specifically, they are kept in cookies, which indicatively and not restrictively, contain the following:

For Creators:

Full name, date of birth, gender, name of company or organisation (if not a natural person), email address, personal details from social networks (Facebook, twitter, etc) if registered with these. Avatar. In addition, contact details such as residential address, telephone, postal code, TIN, Paypal account details, bank account details.

Donors/Supporters may be requested to provide:

Full name, email address, address for receiving gifts/rewards in the case of start-ups, invoice-issuing details and address, Paypal email address.

In the event that more cross-referencing details are required to identify a member, additional personal information may be requested from the member in question or from third party sources to ensure transparency and legality.

Furthermore, personal data may also be collected from email communication with GiveandFund or from personal mail or posts on the website.

By providing personal contact details, such as the email address, the registering members give their consent to receive newsletters or other information materials from G&F. Should the members wish to unsubscribe from the newsletter or other communication material they will be able to do so.

The website protects the personal data of natural persons or legal entities or associations of persons without legal personality, who constitute the visitors/users of the website and provided services and it is forbidden from disclosing-announcing or generally transferring this data to any third party (natural person or legal entity or association of persons without legal personality) for any reason. An exception to these cases are the relevant provisions that are imposed by the law and the competent Authorities, which are legally entitled to collect personal data to identify persons – collect data or other legal activity, where a civilly or criminally punishable act has been committed that raises civil and criminal lawsuits and persecutions.

The website maintains the files containing personal data, which is sent by the visitor/user, exclusively for communication purposes. At any time, each visitor/user may contact the website administrator – beneficiary requesting the cross-referencing of his own personal data from the local file, or the correction, change or deletion of the data. There is, however, a chance that a file may not be able to be deleted; in this case the visitor/user will receive notification.

It should be clarified that personal information that is posted on the website is publically available and visible; therefore there should not be any expectation that details made public on the website can remain private. Copies can always be visible on websites even if the content of the page has been deleted from the website.

Moreover, testimonies from satisfied members may be used by the website for communication and promotional purposes. Members that use their name when sending these comments give their consent for the testimony to be made public. If the members wish to delete or amend their testimony, they need to contact admin@giveandfund.com

With respect to the visitors/users' IP address:

With respect to the IP address via which the computer terminal of each visitor/user has access to the Internet and consequently the website, we inform you that it is recorded and exclusively used to collect statistical data concerning website traffic. However, if visitors/users commit civilly and criminally punishable acts, the website administrator – beneficiary will be obligated to facilitate the Authorities by providing information that may be requested in order for the information to be cross-referenced with the identity details of legal entities and natural persons involved in the said acts.

Intellectual property rights

The entire content of the website, including images, graphics, photos, designs, texts of the provided services and of all the website files and information in general constitute the intellectual property of their creators and are protected by the respective provisions of Greek, European and International law. Consequently, none of these, in whole or in part, shall become an object of sale, replication, amendment, reproduction, republication or be sent, “loaded”, transmitted or distributed in any way and by any means for personal gain, without the prior written permission or consent of their creators. The document type acts as the constituting and evidence form of the said transaction, simultaneously constituting the condition for the latter to become active. The creators’ projects that are posted to the G&F platform together with comments, descriptions, audiovisual material and all the information that they accumulate remain at the disposal of G&F or the company that administers or represents it and upon expiry of the project’s fundraising period they continue to appear on the G&F platform or they are used for promotional activities, in marketing and communication activities as well as in the production, analysis and presentation of statistical analyses.

The website visitors/users are prohibited from publishing, republishing, the communication of visual, audio or verbal messages and audiovisual material in general of which they are not beneficiaries and which is not freeware. In any event, the onus of any of the above act shall exclusively burden the website visitors/users and not G&F.

Final provisions

The provisions and the generally accepted principles of Greek, European and International Law and the respective international conventions, govern the above terms of use of the website “www.givefund.com” and the services provided therein, as well as any amendment, change, conversion or completion thereof.

Any provision of the above terms of use that is contrary to the explicit provision of the law automatically ceases to be valid and is removed without this affecting the remaining terms of use.

These terms of use constitute the overall agreement between the website www.giveandfund.com and the visitor/user of the website and the provided services and do not bind anyone else but them.

Amendments to the present terms of use will only constitute part of this agreement if expressed in writing and if incorporated in the terms.

The republication, reproduction (total or partial) of the website content is FORBIDDEN in any manner, such as electronic, photocopy, recording or otherwise, without the prior written permission of the publisher in accordance with Law 2121/1993 and the regulations of International Law that are valid in Greece.

The courts of Athens shall have jurisdiction for resolving disputes.

The above terms may be amended without prior notification.