



## Fund-Me Terms of Service

Questions about our terms? Contact Us [info@aldea.travel](mailto:info@aldea.travel)

Date of Last Revision: 22 July 2022

Subject to these Terms of Service, as amended from time to time (“Terms of Service”), ALDEA Travel Inc. provides the ALDEA Travel platform to you through its website at [www.aldea.travel](http://www.aldea.travel) and attendant mobile applications (collectively, with any new features and applications, the “Platform”) and the ALDEA Travel Community and related services (collectively, with the Platform, including any new features and applications, the “ALDEA Travel Services”). If you are an Organiser (as defined below), Beneficiary (as defined below) to a Fundraiser (as defined below), comment contributor, or Donor (as defined below) (collectively referred to herein as a “User”) you are contracting with ALDEA Travel Ltd. 85 Great Portland Street, W1W 7LT. Unless specifically indicated otherwise, for purposes of the following Terms of Service, “ALDEA Travel,” “we”, “us”, “our” and other similar terms, shall refer to the party with whom you are contracting.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time and without notice. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision and you will be notified in due time. These terms of service are directly linked to our [OUR Terms of Service](#), so please ensure you read those.

Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Service. To the extent allowed by law, the English version of these Terms of Service is binding and other translations are for convenience only. If you do not wish to accept the new Terms of Service, you may discontinue your use of the Services.

Additionally, when you use the Services, you will be subject to additional applicable policies, including without limitation, the Privacy Notice, unless you are in the European Economic Area,



the United Kingdom, or Switzerland ("Europe"). These Terms of Service incorporate all such terms by reference (provided, however, that in the event of a conflict, these Terms of Service will prevail). It is our sole discretion to resolve any such conflicts, and we reserve the right to make final decisions on any such disputes.

## ACCESS AND USE OF THE SERVICES

### 1. The Services Description

As a platform, the Fund-me Services are provided as an added value to traveller buying experiences through the platform. We let entities, or non-profit organisations (the "Organisers") post fundraisers ("Fundraisers") on the Platform to accept monetary donations ("Donations") from donors ("Donors") on behalf of the beneficiary ("Beneficiary").

### 2. Payment Processor

ALDEA Travel is not a payment processor and does not hold any funds. ALDEA Travel instead uses third-party payment processing partners to collect donations for fundraisers (the "Payment Processor"). You acknowledge and agree that the use of Payment Processors is integral to the Services and that we exchange information with Payment Processors in order to facilitate the provision of the Services.

### 3. Transaction Fee

There are no fees to start or maintain a fundraiser, but you should be aware that a transaction fee, including credit and debit charges, is deducted from each donation (hereinafter referred to as "Transaction Fee"). ALDEA travel does not charge any fees from this. Beneficiaries receive 100%



the amount donated, minus total fees incurred from the transaction and any Taxes payable by you. The transaction Fee is established by the Payment Service Provider.

#### 4. ALDEA Travel is a Reservation Services Platform; We are not a Broker, Financial Institution, Creditor or Charity

There is no functionality in the Services other than administrative platforms. Donors can donate to these Fundraisers through ALDEA Travel, which facilitates the Fundraisers of the Organisers. ALDAE Travel is not a broker, agent, financial institution, creditor, or 501(c)(3) nonprofit organisation.

ALDEA Travel does not guarantee the accuracy, completeness, timeliness, or reliability of any of the information or content provided by it relating to the Services. This content is not intended to provide financial, legal, tax or other professional advice. Please consult your financial, legal, tax, or other professional advisor before making any decision regarding any Fundraisers, Charities (defined hereafter), Donations, Donors, or any information or content relating to the Services. As a user of the Services, you acknowledge that you access all information and content at your own risk.

ALDEA Travel has no control over the conduct of, or any 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 a Fundraiser will obtain a certain amount of Donations or any Donations at all. The donations received are dependent on the services sold and therefore we cannot guarantee that the Fundraiser will be met. We will however, without a fault always put aside the percentage set by us from the services sold to the Fundraiser chosen by the purchasing customer.

We do not endorse any Fundraiser, User, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim



any liability or responsibility for the outcome or success of any Fundraiser. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any User or Fundraiser.

## 5. No Solicitation

The Platform is offered to help Organisers raise money. ALDEA Travel merely provides the technology to allow Fundraisers to connect with Donors. The existence of the Services is not a solicitation of donations by ALDEA Travel, and ALDEA Travel does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity or organisation. By using the Services, you understand and agree that ALDEA Travel shall not be responsible for the use of your Donations or the amount of funds raised for the User or Fundraiser.

## 6. Donors

When you make a Donation through the ALDEA Travel Platform, it is your responsibility to understand how your money will be used. Although we will endeavour to verify the information that Users or Fundraisers supply, we do not represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Fundraiser or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously. And we will endeavour to request reports from the Fundraisers once the projects are completed to share with the donor community. The Fundraiser agrees to share periodical reports of the process of completion of the project for which the funds were raised with indicators of completion and other relevant information.



As a Donor to any of the non-profit organisations in ALDEA Platform, that are established as such under the applicable laws of incorporation (“Charity”):

- a. Donations may not be restricted by the donor for use by the charity. If the Donor intends to direct the use of Donations by a Charity, either in response to an appeal for a particular program or to direct how Donations will be used, any such directions shall constitute non-binding recommendations only, and the Charity shall have full discretion to decide how all Donations will be used.
- b. Your tax advisor can help you determine the amount of your Donation that is tax deductible or eligible for tax recognition, taking into account (among other things) the tax status of the recipient in any relevant jurisdiction. ALDEA Travel makes no representations regarding the tax deductible status of your Donations, including, if any, Transaction Fees. The donation will not be subject to any claim by any national, federal, state, regional, provincial, territorial, or local tax authority with respect to its characterization on any applicable tax return by you, any User, or any Charity.
- c. Unless you opt out of such disclosure, you acknowledge and agree that, as described in our Privacy Notice, certain of your personal information will be shared with the Charity to which you make a Donation, including without limitation, on a Donor List (as defined below) and used by such Charity to issue official Donation receipts (or equivalent documents) in accordance with the Charity's privacy policies. Any information about Donors collected by ALDEA Travel shall not be used by any Charity for any purpose.

## 7. Organisers

In your capacity as an Organiser, you represent, warrant, and covenant that:



- a. All information you provide in connection with a Fundraiser or Beneficiary is accurate, complete, and not likely to deceive Users and that you will post updates as needed so that Users understand the use of funds and any other relevant information about your Fundraiser;
- b. All Donations contributed to your Fundraiser will be used solely as described in the materials that you post or otherwise provide;
- c. You will not infringe the rights of others; and you will comply with all relevant and applicable laws and financial reporting obligations, including but not limited to, laws and obligations relating to registration, tax reporting, political contributions, and asset disclosures for your Fundraiser;
- d. To the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us;
- e. And you will not provide or offer to provide goods or services in exchange for Donations.

You authorise ALDEA Travel, and ALDEA Travel reserves the right to provide information relating to your Fundraiser to Donors, Beneficiaries of your Fundraiser or law enforcement or other regulatory authorities, and to assist in any investigation thereof.

If you use the Services as an agent of a Charity to raise funds for such Charity, you represent and warrant that: (a) you are a representative of the Charity, which representative is authorised to raise funds for the Charity and bind the Charity to these Terms of Service; (b) you are raising funds for a Charity, with a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and



regulations; (c) all donated funds will be used solely for the purpose you have stated on and in connection with your Fundraiser, and under no circumstances may you use the funds for any other purpose.

## 8. Your Registration Obligations

In order to access and use some features of the Services, you need to register with ALDEA Travel. As a condition of registering for the Services, you agree to provide and maintain true, accurate, current, and complete information about yourself or your Charity. Organisers must use their real names (or those of Charities' authorised representatives), as well as any images or videos depicting them or their beneficiaries. It is your responsibility to keep your registration information current and accurate. ALDEA Travel must be informed of any changes that may affect your alliance with ALDEA Travel in any way.

ALDEA Travel has entered into contracts with third-party service providers (e.g. Payment Processors) for certain aspects of our Services that require registration and agreement with their terms in order to benefit from them. You may be suspended and/or terminated from using the Services if ALDEA Travel or one of our Payments Processors at any time discover that the information you provided about you is incorrect or violates any of these Terms of Service or their terms of service.

The Services include the features and services described here. All Donations are subject to a Transaction Fee for each Donation.



A. *Removal of a Charity from our Database.* You may contact ALDEA Travel to request that your Charity be removed from ALDEA Travel's searchable database if you are the authorised representative of the Charity. Include your full name, title, email address, and phone number associated with your charity in your email. Please note that if your Charity is removed from the ALDEA Travel's database, it will not be eligible to receive contributions through the Platform.

B. *Receiving Funds.* The receipt of Donations, less any applicable Transaction Fees, will be subject to the procedures and terms set by the Payment Processor. Under "Payment Processors for Charities", you will find details about the available payment processors. ALDEA Travel is not a payment processor and does not hold funds.

D. *Taxes.* ALDEA Travel does not withhold funds for tax purposes or otherwise. Charities will be solely responsible for taxes based on applicable international, federal, state, regional, local or any other taxes or levies, or for any applicable taxes based on their net income or gross receipts (if any).

You are responsible for determining what, if any, taxes may apply to Donations you receive through your use of the Services. Assessing, collecting, reporting, or remitting the correct taxes to the appropriate authorities is your sole responsibility.

Member Account, Password, and Security: It is your responsibility to maintain the confidentiality of your password and account, if any, and you are fully responsible for all activities that occur under your password and account. You agree to: (i) immediately notify ALDEA Travel of any unauthorised use of your password or account or any other breach of security; and (ii) sign out from your account at the end of each session when





accessing the Services. ALDEA Travel will not be liable for any loss or damage arising from your failure to comply with this section.

9. Modifications to the Services: ALDEA Travel reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time without prior notice, and without assuming any liability to you or to any third party for any claims, damages, costs, or losses.

10. Content Manifestly Made Public by the User.

*A. Public Content; Public Display of Information and Donations.* Some of your activity on and through the Services is public, such as content you post publicly on the Platform (including descriptions, texts, music, sound, information, data, software, graphics, comments, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other Users or recipients) (collectively, “User Content”). Additionally, User profile information, including your first and last name, public email address, organisation, personal biography, and other information you enter in connection with your User profile may be displayed to other Users to facilitate User interaction within the Services. Please see our Privacy Notice for information on the ways that we may collect, use, and store certain information about you and your use of the Services.

*B. Other Information.*

Please be advised that User Content and other information, solicited or unsolicited, that you provide to ALDEA Travel may be publicly accessible, such as information you post in forums, comment sections or in response to surveys we may send out. We also collect



information through customer support communications, your communications to us of ideas for new products or modifications to existing products, and other unsolicited submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, with publicly-accessible information, “Other Information”).

By sending us Other Information: (i) you agree that we are under no obligation of confidentiality, expressed or implied, with respect to the Other Information; (ii) you acknowledge that we may have something similar to the Other Information already under consideration or in development; (iii) you agree that ALDEA Travel will be entitled to the unrestricted use and dissemination of the Other Information for any purpose, commercial or otherwise, without acknowledgment or compensation to you; (iv) you represent and warrant that you have all rights necessary to submit the Other Information; (v) to the extent necessary, you hereby grant to ALDEA Travel a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right (through multiple tiers) and licence to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Other Information, and to sublicense the foregoing rights; and (vi) you irrevocably waive, and cause to be waived, against ALDEA Travel and its Users any claims and assertions of any moral rights contained in such Other Information. This Other Information section shall survive any termination of your account or the Services.

You acknowledge and agree that ALDEA Travel may preserve Other Information, as well as User Content, and may also disclose your Other Information or User Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government



requests; (b) enforce these Terms of Service; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of ALDEA Travel, its Users, employees or the public.

C. Sales Prohibited on the Platform. You are not permitted to offer any good or service in exchange for a Donation on the Platform.

D. Retention of Data. You acknowledge that ALDEA Travel has no obligation to retain any data relating to any of your accounts or fundraisers. acknowledge that ADEA Travel reserves the right to delete data or to terminate accounts or Fundraisers at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom. The foregoing does not apply to Fundraisers or accounts started by Charities on either Platform, in which case ALDEA Travel will provide reasonable notice where possible.

## 11. PROHIBITED CONDUCT

In relation to your Fundraiser or use of the Services, you are solely responsible for compliance with all applicable laws. Furthermore, you are solely responsible for all User Content that you upload, post, publish, display, transmit, or otherwise use. Funds raised by you will be delivered directly and as soon as possible to the ultimate Beneficiary if you are not the beneficiary. To verify your compliance with these Terms of Service, you agree to cooperate fully with any requests we make for evidence. ALDEA Travel will only post your Fundraiser if it is a Fundraiser that is aligned with the terms of service, and the guidelines provided.



Here are some examples of User Content that ALDEA Travel prohibits or restricts. This list is not exhaustive and we reserve the right to post any Fundraiser. All available items, including social media, related news, and any other information we, in our sole discretion, deem relevant in our review of your Fundraiser, a User, or User Content, may be considered as part of our investigation. We further reserve the right, without limitation, to ban or disable your use of the Services, remove the offending User Content, suspend or terminate your account, stop payments to any Fundraiser, freeze or place a hold on Donations, and report you to law enforcement authorities or otherwise take appropriate legal action, including without limitation, seeking restitution on behalf of ourselves and/or our Users.

Without limiting the foregoing, you agree and represent, warrant and covenant:

A. It is prohibited to use the Services for the purpose of raising funds or establishing or contributing to any Fundraiser that promotes or involves:



1. Violations of laws, regulations, industry requirements, or third-party guidelines or agreements, including those related to payment card providers and processors you use;
2. Any election campaigns or political benefits;
3. False, misleading, inaccurate, dishonest, or impossible user content or fundraising efforts;
4. Products, medical practices, equipment, or paraphernalia that have been found by an applicable regulatory body to cause consumer harm, including drugs, narcotics, steroids, controlled substances, pharmaceuticals, or similar products or therapies;
5. Weaponry or accessories such as knives, explosives, ammunition, firearms;
6. Money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, "get rich quick schemes," network marketing and referral marketing programs, debt collection, or crypto-currencies are forbidden.
7. The use of lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not legally defined as a lottery), promotions involving monetary rewards, including gift cards, or sweepstakes.
8. Content submitted by users that resembles or promotes abusive behavior, violence, harassment, bullying, discrimination, terrorism, terrorist financing, religious affiliation, sexual orientation, gender, gender identity, gender expression, or any other form of intolerance related to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, and gender expression;



9. Legal defense of alleged crimes involving hate, violence, harassment, bullying, discrimination, terrorism, and intolerance of any kind relating to race, ethnicity, national origin, religion, sexual orientation, sex, gender, gender identity, gender expression, or serious disabilities;
10. Providing funds for ransom, human trafficking, exploitation, vigilantism, bribes, or bounty payments;
11. Content that contains pornography or other sexual material or any offensive, graphic, perverse or sensitive content;
12. Collection of payments on behalf of merchants via Payment Processors or otherwise; such as self-payments on Fundraisers or attempts to circumvent ALDEA Travel's designated payment method;
13. Debt settlement or credit repair;
14. Cash advances or lines of credit received or granted to you or another person for purposes other than those clearly stated in the Fundraiser;
15. The publication of User Content (e.g. mugshots) with the primary purpose of damaging our reputation, as determined solely by us;
16. Selling or reselling a good or service;
17. Factoring, aggregating, or other activities intended to obscure the origin of funds;



18. The act of counterfeiting music, films, software, and other licensed materials without the appropriate authorisation from the rightsholder,
19. Infringing or facilitating infringement of any third party's trademark, patent, copyright, trade secret, or proprietary or privacy rights;
20. The unauthorised sale or resale of brand-name products or services;
21. The sale of goods or services that are illegally imported or exported;
22. The processing of donations that are not bona fide; cash advances; card testing; evasion of monitoring programs for card networks chargebacks;
21. The collection or provision of funds for any purpose other than what is described in the fundraiser description;
22. Activities that ALDEA Travel may consider to be in support of individuals and/or entities associated with alleged financial crimes, including but not limited to corruption, bribery, tax evasion, fraud, and activities of a similar nature; or
23. Any activity that ALDEA Travel deems unacceptable or objectionable in its sole discretion; restricts or inhibits any other person from using or enjoying the Services; or exposes ALDEA Travel or its Users to any harm or liability.



B. The Services may not be used to transmit or otherwise upload any User Content that:

- (i) infringes any intellectual property or other proprietary rights of any party;
- (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships;
- (iii) contains software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (iv) poses or creates a privacy or security risk to any person;
- or (v) constitutes unsolicited or unauthorised advertising, promotional materials, commercial activities and/or sales, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, “contests”, “sweepstakes”, or any other form of solicitation;

C. You must not interfere with, disrupt, or disobey the requirements, procedures, policies, or regulations of the networks used to provide the Services;

D. Respecting the privacy of others by not harvesting, collecting, or publishing their personal information;

F. You may not use the Services on behalf of another party, or post any personal data or other information about another party, without their express consent

G. Do not impersonate anyone or anything, misrepresent a Charity or Campaign, use someone else's account or URL, or post User Content in any inappropriate category or area;

H. You agree to protect ALDEA Travel from any liability or to prevent us or our suppliers from losing their services (in whole or in part);

I. You shall not access the Services, or any account, computer system, or network connected to the Services, in an unauthorised or illegal manner;





J. Refrain from obtaining or attempting to obtain any materials or information unintentionally made available via the Services;

K. You will not post, transmit or exploit any information, software or other material through the Services for commercial purposes, or in connection with advertising, except for fundraising activities in accordance with these Terms of Service;

L. Not to send more requests through the Services in a given period of time than a conventional online web browser could reasonably produce in the same period;

M. to avoid activities or conduct which are inconsistent with the Services' business or purposes;

N. Not to attempt to undertake indirectly any of the foregoing.

12. Additionally, with respect to all Donations you make or accept through the Services, you agree and represent, warrant and covenant:

A. Do not make or accept any Donations that you know or suspect are erroneous, suspicious, or fraudulent;

B. Using the Services in or for the benefit of any country, organisation, entity, or individual embargoed or blocked by any government, including those identified as sanctions by the United States Office of Foreign Asset Control (OFAC);

C. Adhere to any security procedures and controls required by ALDEA Travel from time to time, including without limitation, maintaining reasonable and standard security measures;



D. Maintain a copy of all electronic and other records related to Fundraisers and Donations in order to verify compliance with these Terms of Service, and provide such records to ALDEA Travel upon request. You remain responsible for maintaining documentation as required by applicable laws, rules, regulations, or governmental authorities; and

E. Cooperating fully with ALDEA Travel on auditing, investigating (including without limitation by ALDEA Travel, a Payment Processor, or a regulatory or governmental authority), and correcting any wrongdoing or violations committed by any User or Fundraiser or Donation with which you are associated.

ALDEA Travel reserves the right to refuse, condition, or suspend any Donations or other transactions that we believe in our sole discretion may violate these Terms of Service or harm the interests of our Users, business partners, the public, or ALDEA Travel, or that expose you, ALDEA Travel, or others to risks unacceptable to us. We may share any information related to your use of the Services with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our Privacy Notice. This information may include information about you, your account, your Donors, your Donations, and transactions made through or in connection with your use of the Services.



## DONOR CONDUCT

ALDEA Travel requires that Donors submit information about their credit card or other payment instrument ("Payment Instrument") that is linked to their ALDEA Travel account (a "Billing Account") in order to contribute to a Fundraiser or Charity. Your representation and warranty to ALDEA Travel as a Donor is that all information provided by you is true, current, and accurate, and that you are authorised to use the applicable Payment Instrument. Unless ALDEA Travel, in its sole discretion, agrees to issue a refund in accordance with the ALDEA Travel Giving Guarantee, a minimum Donation amount may apply, and all Donations are final and cannot be refunded.

ALDEA Travel utilises third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any Donations made, and Donors acknowledge that by contributing a donation to a Fundraiser, they consent to the payment processors processing, using, transferring, and disclosing their information as described in these Terms of Service.



## ORGANISERS, BENEFICIARIES OR CHARITIES

Account Holds: ALDEA Travel reserves the right, at its discretion, to place a hold on a Fundraiser account, restrict withdrawals (defined herein as the transfer of funds to the beneficiary), initiate a reverse ACH transfer, secure reserves, or take similar actions to protect its interests and those of its Users. We may take such actions for a variety of reasons, including, but not limited to, our belief or determination, in our sole and absolute discretion that: (i) information provided by an Organiser is false, misleading, or fraudulent, or funds are being misused; (ii) funds available should be provided directly to a person other than the Organiser; (iii) a Fundraiser or Organiser has violated these Terms of Service; (iv) the Organiser is colluding with Donors to engage in fraudulent activity; (v) there may be suspicious or fraudulent Donation activity; or (vi) such action(s) is required to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations.



Withdrawing Donations from a Fundraiser: Although ALDEA Travel strives to make Withdrawals available to you promptly once the Fundraiser target amount has been reached, you acknowledge and agree that: (i) Withdrawals may not be available to you for use immediately; (ii) ALDEA Travel cannot guarantee that Withdrawals will be available within any specific time frame; and (iii) ALDEA Travel expressly disclaims any and all responsibility for any delay in Withdrawals or your inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability. You, as an Organiser and/or Beneficiary, are responsible for ensuring that the information you provide to ALDEA Travel in order to process a Withdrawal, including bank account information, is accurate and up to date. ALDEA Travel may, at any time, for any reason, without notice, and in its sole discretion, offer or issue a refund of Donation(s) with or without consulting with you, which may comprise the entire amount donated to your Fundraiser. ALDEA Travel is not liable to you or to any third party for any claims, damages, costs, losses, or other consequences caused by ALDEA Travel issuing refunds.

## PAYMENT PROCESSORS

Payment Processors are used by ALDEA Travel to process donations for your fundraiser and to deliver them to you. To withdraw funds from a Fundraiser, the Organiser or Beneficiary (collectively "Withdrawing Entity") will need to provide the Payment Processor and ALDEA Travel with information regarding their bank account ("Withdrawing Account"). In your capacity as Withdrawing Entity, you represent and warrant to Payment Processor and ALDEA Travel that such information is accurate and that you are authorised to use the applicable Withdrawing Account.



By setting up a Fundraiser or accepting the role of Beneficiary to a Fundraiser, the Withdrawing Entity agrees to the processing, use, transfer or disclosure of data by the Payment Processor pursuant to these Terms of Service as well as any and all applicable terms set forth by the applicable Payment Processor. Our current Payment Processor is Trustshare.

Payment Processor for Charities: ALDEA Travel has partnered with Trustshare for Donations to Charities. The manner in which transactions are processed is explained below.

When we process a Donation through the Services for a Project, the Donation will go directly from the Donor to the Charity's wallet on the ALDEA Travel account environment until the total amount of the fundraiser is reached.

## NOTE FOR INTERNATIONAL USE; EXPORT CONTROLS

Export controls and economic sanctions laws of the United Kingdom and other jurisdictions may apply to software (as defined below) available through the Services and transmission of applicable data, if any. In violation of these export control and economic sanctions laws, no Software may be downloaded from the Services or otherwise exported or re-exported. You are solely responsible for downloading and using the Software. As the Internet is a global platform, you agree to comply with all local rules and laws regarding your use of the Services, including those concerning online conduct and acceptable content.



## INTELLECTUAL PROPERTY RIGHTS

Services Content, Software and Trademarks: You acknowledge and agree that certain content or features (collectively, "Services Content") may be protected by copyright, patents, trademarks, trade secrets or other proprietary rights and laws. ALDEA Travel expressly prohibits you from copying, framing, scraping, renting, leasing, lending, selling, distributing or creating derivative works based on the Services or the Services Content, except that this prohibition does not apply to your own User Content. As part of your use of the Services, you will not engage in or use any data mining, spidering, robots, scraping, or similar data gathering or extraction methods.

If ALDEA Travel blocks your access to the Services (including by blocking your IP address), you agree not to circumvent such blocking (e.g. by masking your IP address or using a proxy IP address). Any use of the Services or Services Content other than that specifically authorised herein is strictly prohibited. Technology and software underlying the Services or distributed in connection with them are the property of ALDEA Travel, our affiliates, and our partners. It is prohibited for you to copy, modify, create a derivative work, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer your rights in the Software. Any rights not expressly granted herein are reserved by ALDEA Travel.

Trademarks and service marks belonging to ALDEA Travel (collectively, "ALDEA Travel Trademarks") include the name and logo of the company. Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to ALDEA Travel. By implication, estoppel, or otherwise, nothing in these Terms of Service or the Services grants any licence or right to use any ALDEA



Travel Trademark displayed on the Services without our prior written permission. All goodwill generated from the use of ALDEA Travel Trademarks will insure to our exclusive benefit.

Third-Party Material: Under no circumstances will ALDEA Travel be liable in any way for any content or materials of any third parties (including Users) or any User Content (including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content. Although the Services are pre-screened by ALDEA Travel, ALDEA Travel and its designees will have the right (but not the obligation) to refuse, remove, or permit any User Content at any time, for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses at any time.

User Content Transmitted Through the Services: By transmitting User Content through the Services, you represent and warrant that you own all rights, titles and interests to (and to allow others to) fully exploit that User Content, including but not limited to copyrights, trademark rights, and other rights of publicity or privacy.

By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant ALDEA Travel and its affiliated companies and Users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable licence to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless ALDEA Travel and its contractors and employees, from: (i) all





claims for invasion of privacy, publicity or libel; (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness; and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive the right to inspect and approve any intermediate or finished versions of User Content that result from the use of your User Content (including your name, image, or likeness).

In addition, if any person (other than you) appears in your User Content, you represent and warrant that you have obtained all necessary licences, waivers and releases from such person(s) for the benefit of ALDEA Travel. Moreover, you acknowledge that participation in the Services and submission of User Content is voluntary and that no financial compensation will be received from ALDEA Travel in connection with the licences, waivers, and releases set forth herein (or their exploitation by ALDEA Travel).

We do not guarantee that any Services Content will be made available through the Services. We reserve the right to, but do not have any obligation to: (a) remove, edit or modify any Services Content or User Content, in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Services Content or User Content, or if we are concerned that you may have violated these Terms of Service), or for no reason at all; and (b) remove or block any Services Content or User Content from the Services.



Trademark or Copyright Complaints: ALDEA Travel values the intellectual property of others, and we expect our Users to do the same. Copyright infringement claims should be notified to ALDEA Travel according to the procedure below if you believe your work has been copied in such a way that it constitutes copyright infringement.

ALDEA Travel will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”), trademark infringement and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed infringement should be emailed to ALDEA Travel’s email at [info@galdea.travel](mailto:info@galdea.travel) (Subject line: “DMCA Takedown Request”). You may also contact us by mail at:

ALDEA Travel Inc.

Attn: Legal

85 Great Portland Street.

London

W1W 7LT

United Kingdom

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work, trademark, or other intellectual property that you claim has been infringed;



- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright, trademark or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorised to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorisation from the owner, the owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.



In the event that the Copyright Agent receives a counter-notice, ALDEA Travel will send a copy to the original complaining party to inform that person that ALDEA Travel may replace the removed content or cease disabling it within 10 business days. After receiving the counter-notice, unless the owner files an action seeking a court order, the removed content may be replaced, or access to it may be restored, within 10 to 14 business days.

Repeat Infringer Policy: ALDEA Travel will terminate Users who are deemed to be repeat infringers at its sole discretion, in accordance with the DMCA, trademarks, and other applicable laws. Moreover, ALDEA Travel may at its discretion limit access to or terminate the Services and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there are repeated violations.

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connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Resources.

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You agree to release, indemnify on demand and hold ALDEA Travel and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable legal fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any Donation or Fundraiser, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. You agree that ALDEA Travel has the right to conduct its own defence of any claims at its own discretion, and that you will indemnify ALDEA Travel for the costs of its defence (including, but not limited to legal fees).

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## LIMITATION OF LIABILITY

You expressly understand and agree that, to the fullest extent permitted by applicable law, neither aldea travel nor its affiliates will be liable for any: (i) indirect, incidental, special, consequential, punitive or exemplary damages; (ii) damages for loss of profits; (iii) damages for loss of goodwill; (iv) damages for loss of use; (v) loss or corruption of data; or (vi) other intangible losses (even if ALDEA Travel has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (a) the use or the inability to use the services; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the services; (c) any promotions and related prizes or rewards made available through the services; (d) unauthorised access to or alteration of



your transmissions or data; (e) statements or conduct of any third party on the services; or (f) any other matter relating to the services. to the fullest extent permitted by applicable law, in no event will aldea travel's total liability to you for all damages, losses (including contract, negligence, statutory liability or otherwise)

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of the services or with these terms of service, your sole and exclusive remedy is to discontinue use of the services.

## TERMINATION

ALDEA Travel reserves the right to suspend or terminate your account (or any part thereof) or your access to the Services at any time and for any reason, without notice, and without any liability to you or to any third party for any claims, damages, costs or losses.

## USER DISPUTES

In connection with the Services, you agree that you are solely responsible for your interactions with any other user, and ALDEA Travel has no liability or responsibility. In any dispute between you and another user of the Services, ALDEA Travel reserves the right to become involved, but is under no obligation to do so.



## GENERAL

This Terms of Service constitutes the entire agreement between you and ALDEA Travel with respect to the Services. Any prior agreements between you and ALDEA Travel regarding the Services are superseded by these Terms of Service.

Additionally, third-party services, third-party content, and third-party software may be subject to additional terms of service. These Terms of Service will be governed by the laws of England and Wales in the United Kingdom without regard to its conflict of law provisions.

ALDEA Travel's failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. The parties agree that even if any provision of these Terms of Service is found invalid by a court of competent jurisdiction, the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions will remain in full force.

In spite of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. To the same extent and subject to the same conditions as other business documents and records originally generated and maintained in print, a printed version of this agreement and any notice given in electronic form will be admissible in judicial or administrative proceedings based on or related to this agreement.

You may not assign these Terms of Service without ALDEA Travel's prior written consent, but ALDEA Travel may assign or transfer these Terms of Service, in whole or in





part, without restriction. In the event we fail to enforce our rights, we do not waive those rights. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. You may receive notices by email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platform.

ALDEA Travel may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, reorganisation or sale of equity or assets, or by operation of law or otherwise. Nothing in these Terms of Service shall prevent ALDEA Travel from complying with the law.

ALDEA Travel shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, war or threats of war, terrorism or threats of terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, governmental regulation or advisory, recognised health threats, as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies, strikes or shortages or curtailment of transport facilities, fuel, energy, labour or materials.

## PRIVACY NOTICE

At ALDEA Travel, we are committed to protecting our users' privacy. Please refer to our Privacy Notice for more information. Your use of the Services constitutes your consent to the collection and use of your personal data as outlined therein. The Privacy Notice describes how ALDEA Travel collects and uses your personal information if you are in Europe.

**AIDEA**

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