
GENERAL TERMS AND CONDITIONS

STICHTING WEDOWE

1 ABOUT STICHTING WEDOWE

- 1.1 Stichting wedowe is a not-for-profit organization that is active - online as well as offline - in the field of organizing social events and encouraging individuals to improve the world around us. Stichting wedowe is registered as a foundation with the Chamber of Commerce under number 66288843, with its statutory seat in Eindhoven.
- 1.2 The main goal of Stichting wedowe is to enable as many people as possible to take action and make positive changes in their community and the world around us. The foundation focuses primarily on community involvement, sustainability, the conservation of arts and culture and social development.
- 1.3 Stichting wedowe organizes their own social events, i.e. an Intervention or a Dowe (as defined below) and assists other initiators in the realization of their own projects. In principle, Stichting wedowe cooperates with and participates in the organization of social events of other parties, but the foundation does not fund projects of those initiators. The activities of Stichting wedowe are among other things: organizing workshops, giving lectures, compiling video's and organizing and/or hosting other events regarding various social purposes and themes.
- 1.4 In addition, Stichting wedowe involves other parties such as companies, non-governmental organizations (NGO's) and education institutes activities by offering events to such parties on the site. The aim of these events is to create awareness for the activities of Stichting wedowe and to raise money for the foundation.
- 1.5 Stichting wedowe has been granted the ANBI status by the Dutch authorities, which means that it fulfils certain requirements for not-for-profit organizations and subsequently is granted certain tax benefits.
- 1.6 If the words "us", "our", "we" or "the foundation" are used in these general terms and conditions, we refer to Stichting wedowe.

2 DEFINITIONS

- 2.1 In these General Terms and Conditions the following capitalized terms and expressions shall, unless the context requires otherwise, have the following meanings:

| | |
|-------------------------|---|
| Corporate client | means (inter alia) a company, non-governmental organization (NGO) or education institute that supports Stichting wedowe by paying a fee to Stichting wedowe for organizing a Corporate Event; |
| Corporate event | means an event organized by Stichting wedowe commissioned by a Corporate Client, with the aim of creating awareness for the activities of Stichting wedowe and to raise money for the foundation; |
| Content | has the meaning given in Clause 7.1; |

| | |
|-------------------------------------|---|
| Donation | means a recurring or nonrecurring payment that has been made by a Supporter to Stichting wedowe to support the activities of the foundation; |
| Dowe | means a project (such as a social event) that is set up by, or organized in cooperation with, Stichting wedowe. A Dowe is a project that aims to encourage individuals to improve the world around us; |
| Dower | means an initiator or organizer of a Dowe; |
| General Terms and Conditions | means these general terms and conditions that are used by Stichting wedowe; |
| Goal | means the main focus of the foundation: community involvement, sustainability, the conservation of arts and culture and social development; |
| Intervention | means (i.a.) an online or offline workshop, event or video that is organized by Stichting wedowe, that aims to encourage individuals to organize Dowe's and/or to make positive changes in the world around us. Interventions are accessible to the public and free from charges; |
| Stichting wedowe | means the foundation registered with the Chamber of Commerce under number 66288843, registered under the name Stichting wedowe. Any reference made in these General Terms and Conditions or on our website www.wedowe.org to Stichting wedowe shall also be deemed to be a reference to pluswhat agency as Stichting wedowe's tradename and vice versa; |
| Supporter | means a natural or legal person who donates, has donated or will donate a Donation to Stichting wedowe; |

3 APPLICABILITY OF GENERAL TERMS AND CONDITIONS

3.1 These general terms and conditions (**General Terms and Conditions**) apply to every use of the website of Stichting wedowe, to all services provided by Stichting wedowe and to all agreements entered into with Stichting wedowe or as otherwise indicated by Stichting wedowe. By visiting our website and/or making a Donation you agree to be bound by our General Terms and Conditions.

3.2 The applicability of any other terms and conditions is herewith explicitly excluded.

4 DONATIONS

4.1 Stichting wedowe is entitled to use a Donation at its own discretion within the scope of the Goal of the foundation. A Donation is made to Stichting wedowe and not to a specific Dowe, unless agreed otherwise.

4.2 A Donation made by a Supporter is irrevocable and non-refundable. Recurring Donations (*automatische incasso*) can be cancelled upon request by the Supporter, by contacting us through our website.

4.3 Digital payments (Donations) are made through our payment service provider PayPal or via bank transfer.

4.4 The articles 7:175 up to and including 7:188 of the Dutch Civil Code apply to Donations made to Stichting wedowe.

5 SIGNING UP AS A DOWER

5.1 If you want Stichting wedowe to assist in the organization of your Dowe, you can sign up your own Dowe by filling in the form at our website www.wedowe.org. The purpose of the project should be non-commercial, should not primarily aim at personal enrichment, at conversion or at activism (neither politically nor religiously).

5.2 Stichting wedowe decides - at its own discretion - whether the foundation will assist in the organization of the Dowe and whether the event will be made public as a Dowe on our website. This decision may be based on previous experiences with the Dower. Stichting wedowe may at any time reject a project as a Dowe. Stichting wedowe will inform the Dower within a reasonable time frame and will explain a rejection sufficiently.

5.3 A Dower is responsible for the course of the process of organizing the Dowe. A Dowe should always be in accordance with the applicable law.

5.4 If the Dower does not fulfill its obligations under these General Terms and Conditions (anymore), the Dowe will not be made public on our website. If the Dowe had already been made public on our website, Stichting wedowe has full discretion to remove the Dowe from our website. In the event Stichting wedowe invokes this clause, the Dower will be informed by e-mail with an explanation of the decision.

6 RESPONSIBILITIES OF A DOWER

6.1 A Dower is responsible for the organization, realization and completion of its own Dowe. This, inter alia, means that a Dower is responsible for:

- a) financial and other investments for the realization of the Dowe;
- b) carrying out, monitoring and evaluating the Dowe;
- c) handling and remedying complaints of third parties relating to the Dowe;
- d) informing Stichting wedowe of the current development of the Dowe; and
- e) the Content and possible mistakes on the website regarding its Dowe.

6.2 After the Dowe has been carried out, the Dower will provide Stichting wedowe with a summary, pictures and/or movies of the Dowe. The Dower herewith gives approval for the publication of this information on our website.

7 INTELLECTUAL PROPERTY

7.1 The Dower will remain the owner of any intellectual property rights of the content regarding the Dowe on our website. Content means text, documents, photos, videos and other information and materials which the Dower provides to Stichting wedowe to be published on our website (**Content**). Stichting wedowe has the right to make amendments to the Content, before or after making the Content public on our website.

7.2 The Dower herewith gives approval for the publication of the Content on our website, for circulation of the Content and to use and multiply the Content in (social) media for promotion purposes. The Dower herewith gives grants Stichting wedowe a royalty free,

unencumbered, global, perpetual license to use the Content for the performance of its activities, including promotion purposes through social media and our website, which license Stichting wedowe herewith accepts.

8 LIMITATION OF LIABILITY

- 8.1 We devote our attention to the accuracy and adequacy of the information on our website, however we cannot prevent inaccuracies or inadequacies to occur.
- 8.2 The content and execution of the Dowe is the full responsibility of the Dower. The decision of a Dower to contribute financial and other investments in the Dowe is its own responsibility. Stichting wedowe is, unless the event of wilful misconduct or gross negligence, not liable for the organization and/or carrying out of the Dowe. The Dower indemnifies Stichting wedowe against all damages that occur as a result of the use of our services, the use of our website, a Dowe and/or acts of the Dower in breach with these General Terms and Conditions or relating agreement.
- 8.3 If Stichting wedowe is liable for damages, this liability will be limited to direct damages. This liability will be limited to a maximum of EUR 1.000,- per incident.
- 8.4 Liability for all other damages, such as indirect loss or consequential damages, whether based on these General Terms and Conditions, a relating agreement or tort, is excluded.

9 PRIVACY

- 9.1 For the purposes of the activities of Stichting wedowe, we process personal data of our Corporate Clients, Dowes and participants of Dowe's. We process all personal data in accordance with the Dutch Personal Data Protection Act and as of 25 May 2018, the General Data Protection Regulation. For more information about the processing of personal data we revert to our Privacy Policy, which can be accessed through this link: https://uploads-ssl.webflow.com/59edc56195a77600016b2c1c/5afd779dc94d73b7cf965898_Privacy%20policy%20wedowe.pdf

10 APPLICABLE LAW AND COMPETENT COURT

- 10.1 The relations between Stichting Wedowe and a Dower or a Corporate Client shall be governed by the laws of the Netherlands. The court in Rotterdam shall be exclusively competent to hear any dispute between Stichting Wedowe and a Dower or a Corporate Client.