



ECOSYN FOUNDATION

FOUNDATION GOVERNANCE DOCUMENT

BUSINESS TERMS AND CONDITIONS

Website, services, donations, events and online-use terms

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1. Purpose and acceptance

These Terms and Conditions govern access to the ECOSYN Foundation website, online content, events, publications, donations, service requests, project participation and other interactions with the Foundation unless a separate written agreement applies.

- 1.1** By using the Foundation website, registering for an event, downloading documents, submitting a form, making a donation or requesting support, the user accepts these Terms to the extent permitted by applicable law.
- 1.2** If a specific agreement, grant agreement, donor agreement, event policy, privacy policy or written contract applies to a matter, that specific document prevails for that matter.
- 1.3** The Foundation may update these Terms from time to time. The version published or provided at the relevant time applies unless mandatory law requires otherwise.

2. Definitions

- 2.1** “Foundation” means ECOSYN Foundation, including its authorized bodies, employees, officers, volunteers, project teams and authorized representatives where the context permits.
- 2.2** “User” means any person or entity accessing the website, submitting information, downloading documents, attending events, donating, collaborating or otherwise interacting with the Foundation.
- 2.3** “Content” means text, images, documents, logos, data, forms, publications, software elements, graphics and other material made available by or through the Foundation.
- 2.4** “Services” means non-regulated foundation activities, project support, educational activities, information resources, events, coordination, publications and other activities offered by the Foundation. Nothing in these Terms creates a regulated financial, legal, medical, tax, investment or banking service unless expressly stated in a separate signed agreement and permitted by law.

3. Website information and no professional advice

- 3.1** Website information is provided for general information, transparency and communication purposes. It may be incomplete, outdated or subject to correction.
- 3.2** The Foundation does not warrant that all website content is accurate, complete, current or suitable for a particular purpose.
- 3.3** Content does not constitute legal, financial, tax, medical, engineering, investment or other professional advice. Users should obtain independent professional advice where needed.
- 3.4** The Foundation may change, suspend or remove website content at any time without liability, subject to mandatory law and binding written commitments.

4. User obligations

- 4.1** Users must use the website and Foundation communication channels lawfully, respectfully and only for legitimate purposes.
- 4.2** Users must not attempt unauthorized access, interfere with systems, upload malicious code, scrape data in a harmful manner, impersonate another person, misrepresent affiliation or misuse the Foundation name.
- 4.3** Users submitting information must ensure that the information is accurate, complete and lawful, and that they have the right to submit it.

4.4 The Foundation may restrict access, reject submissions, suspend services or take other reasonable measures if a user breaches these Terms or creates legal, security, reputational or operational risk.

5. Donations, payments and refunds

5.1 Donations are used for the Foundation mission, approved projects, operational costs and lawful reserves unless the Foundation has expressly accepted a restricted purpose in writing.

5.2 The Foundation may refuse or return a donation where acceptance could breach law, donor restrictions, sanctions rules, anti-money-laundering principles, conflict-of-interest rules, ethical standards or the independence of the Foundation.

5.3 Fees for events, publications or other activities are due as stated at the time of registration or order. Taxes, payment costs and administrative costs may apply where lawful and clearly indicated.

5.4 Refunds are handled according to the specific event, service or donation terms. Where no specific policy applies, the Foundation may provide a refund at its discretion, taking account of costs already incurred and legal obligations.

5.5 A donation does not create membership, voting rights, employment, agency, preferential treatment or control over the Foundation unless a separate written agreement expressly states otherwise and such arrangement is lawful.

6. Events, projects and participation

6.1 The Foundation may set participation conditions for events, research, projects, volunteer activities, field activities and online meetings.

6.2 Participants must follow safety instructions, venue rules, data-protection instructions, anti-harassment rules and reasonable instructions issued by authorized Foundation representatives.

6.3 The Foundation may refuse, cancel or terminate participation where necessary for safety, compliance, security, capacity, reputational protection or non-payment.

6.4 The Foundation may use reasonable photographs or summaries of public events for reporting and communication, subject to privacy law and any specific consent or objection mechanism provided.

7. Intellectual property

7.1 Unless otherwise stated, the Foundation or its licensors retain all intellectual-property rights in Foundation content, documents, designs, marks, names, logos, publications and website material.

7.2 Users may view and download content for personal, internal or informational use, provided that copyright notices remain intact and the content is not altered, sold or presented as the user's own work.

7.3 Commercial use, redistribution, adaptation, public reproduction or translation of Foundation content requires prior written permission unless permitted by law or a clearly stated open licence.

7.4 Users granting content to the Foundation confirm that they have the rights to provide it and grant the Foundation a reasonable licence to use it for the purpose for which it was submitted.

8. Privacy and data protection

- 8.1** The Foundation processes personal data in accordance with applicable privacy and data-protection law and the Foundation Privacy Policy.
- 8.2** Personal data shall not be sold. It may be shared with service providers, partners, authorities or professional advisers only where there is a lawful basis and appropriate safeguards.
- 8.3** Users are responsible for not submitting unnecessary personal data, confidential data or third-party data without a lawful basis.
- 8.4** If a user believes personal data has been submitted incorrectly or unlawfully, the user should contact the Foundation promptly.

9. Liability, availability and force majeure

- 9.1** The Foundation aims to operate responsibly but does not guarantee uninterrupted website availability, error-free systems, continuous event availability or uninterrupted third-party services.
- 9.2** To the maximum extent permitted by law, the Foundation is not liable for indirect loss, loss of profit, loss of data, reputational loss, business interruption or loss caused by reliance on general website information.
- 9.3** Nothing in these Terms excludes liability that cannot lawfully be excluded, including liability for intentional misconduct or liability that mandatory law does not allow to be limited.
- 9.4** The Foundation is not responsible for delay or non-performance caused by circumstances beyond reasonable control, including natural disaster, war, public emergency, cyber incident, power failure, network failure, supplier failure, strike, epidemic, government measure or other force majeure event.

10. Complaints, law and jurisdiction

- 10.1** Complaints should be submitted in writing with sufficient detail to allow review. The Foundation will assess complaints in a reasonable and proportionate manner.
- 10.2** These Terms are governed by the laws of the Netherlands, unless mandatory consumer or other mandatory law provides otherwise.
- 10.3** Disputes shall be submitted to the competent court in the Netherlands, unless mandatory law requires another forum.
- 10.4** If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in effect and the invalid provision shall be replaced by a valid provision that most closely reflects the intended purpose.

Final Statement

This document is intended to be adopted, amended or withdrawn by the competent body of ECOSYN Foundation. If any provision conflicts with mandatory law, the Articles of Association or a valid board resolution, the stricter or higher-ranking rule shall prevail.

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