

Project Conditions

The following Project Conditions (“Project Conditions”) apply to all users who register on the online platform www.crowdify.net (hereinafter “crowdify.net”) as a Project Initiator (“Project Initiator”). By registering as a Project Initiator and using the services provided by Crowdify GmbH (hereinafter “CROWDIFY.NET”), you accept the following Project Conditions as they stand and in full.

1. Scope

1.1 The subject of these Project Conditions is the use of services made available by CROWDIFY.NET to Project Initiators on crowdify.net. Acceptance of the Project Conditions is confirmed by the use of the services provided. When using individual services on crowdify.net, the Project Initiator may be asked to reconfirm his/her acceptance of the Project Conditions via the activation of an input field.

1.2 These Project Conditions apply for the entire period during which the services of CROWDIFY.NET are used by the Project Initiator. The Project Conditions are subordinate to the Terms of Use agreed to by the Project Initiator and CROWDIFY.NET.

1.3 The contract on the boosting of a project and the subsequent provision of goodies exists solely between the Booster and the Project Initiator. The contract is based on the provisions stipulated in the Terms of Use and on the Project Initiator’s project description. The project description must comply with these Project Conditions. Insofar as you are obliged to charge VAT as part of your commercial activity, you are obliged to provide the Booster, if he/she requests, with a VAT-compliant invoice for the provision of your services as stipulated in the contract.

2. Project Submission

2.1 In order to use crowdify.net as a Project Initiator, you are required to register with the platform. Registration as a Project Initiator and the initiation of a project (“Project Submission”) takes place using the relevant input fields on crowdify.net under the Terms of Use and these Project Conditions.

2.2 You are obliged to ensure that all information provided is accurate and complete. When prompted to do so, you shall provide CROWDIFY.NET with any further relevant information. Relevant information includes, in particular, a copy of ID documents, proof of address (e.g. a recent telephone bill), a recent extract from the Debt Enforcement Register (original copy), information regarding VAT eligibility and tax exemption, references, evidence of specialist

knowledge related to the planned project, etc. CROWDIFY.NET is also authorised to demand a legally-valid and personally signed Project Submission.

2.3 By submitting your project you authorise CROWDIFY.NET to check these details and documents, and to obtain references relating to you and your project. CROWDIFY.NET may reject your project and block your access as a Project Initiator if you fail to fulfil your duty to cooperate in the Project Submission process and throughout the appraisal completed by CROWDIFY.NET.

2.4 Projects are required to meet certain quality criteria. You accept and acknowledge that CROWDIFY.NET shall decide at its own discretion whether or not your project shall be approved, sent back for improvement or rejected outright.

2.5 Your personal details and project description in accordance with the Project Submission process are essential elements of the contract between you and the Booster. This means that no significant changes can be made to the initial project description in accordance with the Project Submission process once the promotion has been launched. Significant changes are alterations to the fundamental goals or the idea behind a project, which a Booster may view in good faith as a necessary foundation of his/her contract with you. Nevertheless, you have the option and are also encouraged to add additional text, pictures, audio material and video material (“content”) to your Project Submission without changing the goals or the idea behind your project and, as such, the essential elements of your contract with the Booster.

2.6 You are aware that Boosters may contest the contract they have with you if they were fundamentally misinformed regarding the motive behind the formation of the contract, or if you have deliberately deceived Boosters. Under such circumstances CROWDIFY.NET shall disclose your contact details to the Booster to allow him/her to pursue their claim directly.

3. Promotion

3.1 Once the project has been approved by CROWDIFY.NET you shall decide for yourself when you would like to start promoting your project (“promotion launch”). CROWDIFY.NET reserves the right, however, to withdraw approval of the project in the event that you fail to start the promotion within 60 days following approval of the project. After the promotion launch you have a period of 100 days (“campaign duration”) to promote your project and to raise the amount determined prior to the promotion launch (“project budget”).

3.2 For the campaign duration crowdify.net is the sole crowdsourcing platform that you shall use to promote your project or any other similar project. If you reach your funding target, this exclusivity shall also apply to the period after you have achieved your funding target, during which time you shall report on the progress and realisation of the project on crowdify.net.

3.3 You are a Project Initiator. Your commitment is the decisive factor in determining the success of your project. Make friends who will become ambassadors for the project, inspire your family, friends, people you know, colleagues and fans. Promote your project using

crowdify.net and link up with people on external platforms, paying particular attention to the opportunities presented by groups on social networks, video platforms, blogs, etc. Encourage users to boost your project by offering them enticing, innovative, imaginative goodies. CROWDIFY.NET shall support you with the services outlined on crowdify.net and the provision of tried-and-tested tips and tricks. CROWDIFY.NET is not responsible for the successful funding of your project.

4. Admissible Use

4.1 You may only use the online platform crowdify.net lawfully. You are obliged to respect the rights of third parties and those of other users of crowdify.net. You shall refrain from threatening, deceiving or defaming other users of crowdify.net and from making racist or any other form of discriminatory comments about other users.

4.2 You shall promote your project employing fair means only and in line with the principle of good faith in competition, as well as using permitted content only. Prohibited content refers in particular to content that violates the rights of third parties, especially intellectual property rights (for example copyright or trademark rights), or privacy, as well as content which constitutes a criminal offence (especially in the areas of pornography, portrayal of violence, racism, defamation and fraud). You shall not provide any false or misleading information regarding yourself and your project, and you shall refrain from making demeaning comments about other Project Initiators and their projects.

4.3 You confirm that you shall respect the integrity and technical functioning of crowdify.net and refrain from taking any action which might impair the functioning of crowdify.net, such as viral attacks, spamming and deliberately overloading the system.

5. Violation of the Project Conditions

5.1 CROWDIFY.NET may temporarily or permanently block your access as a Project Initiator at its own discretion in the event that you violate these Project Conditions.

5.2 Users of crowdify.net or third parties who suspect that a Project Initiator is violating his/her rights are asked to report these suspicions to support@crowdify.net. CROWDIFY.NET shall decide at its own discretion whether or not to issue a warning to the Project Initiator, block his/her access, disclose his/her contact details to the other user or third party to allow them to pursue their claim directly and/or to report him/her to the relevant authorities.

6. Final Provisions

6.1 If one or more of the provisions in these Project Conditions should become void or invalid, this shall not affect the validity of the remaining provisions. The void or invalid provision shall be replaced with a provision which comes closest to fulfilling the commercial objective of the provision which has been declared void or invalid.

6.2 CROWDIFY.NET reserves the right to change these Project Conditions at any time. Changes shall be made accessible on crowdify.net and shall take effect 30 days after being posted on the site.

6.3 These Project Conditions and any disputes arising from or in relation to the contractual relationship between CROWDIFY.NET and the user shall be subject to Swiss substantive law exclusively. The ordinary courts at the domicile of CROWDIFY.NET shall constitute the exclusive place of jurisdiction. Alternatively, CROWDIFY.NET is authorised to take legal action against the Project Initiator at his/her place of domicile.

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