

Terms & Conditions

By using crowdsupport.fund you accept and agree to comply with our Terms & Conditions in full.

1. Definitions

- Crowd support platform, support platform or platform: A Website through which CITI connects donations of support to the causes that are described in the campaigns.
- Crowd funders, funders or backers: person or entity using the platform wanting to make donations or provide support
- Crowd fundee or fundee: individual, business or organization looking for support or donations through the platform;
- You or User: users of the platform or any visitors of the website crowdsupport.fund, including backers and fundees.
- Donation: a monetary gift
- Sponsoring: a monetary gift in exchange for a pre-determined item or activity, usually with regard to brand exposure.
- Campaign: description of the support a fundee is looking for
- Support form: means of describing the support a funder is willing to provide;
- Support: item that a fundee asks for or that a backer is willing to donate in order to support the fundee. This can consist of tangible, non tangible or financial support.
- Support category: the type of support asked for or provided, this can be 'Crowdwisdom', 'Crowdsourcing', 'Crowdfunding' or 'mentoring'.
- CITI, Curaçao Innovation & Technology Institute: Stimul-IT, "Stichting Secretariaat Curaçao Informatica Stimuleringsplan".

2. Campaigns

Campaigns are prepared by CITI based on the information provided by the fundee. CITI is not responsible for the content of the campaign. The Fundee will be able to review the campaign and withdraw it within 48 hours of its publications. Any support or funds received during that period will be returned to the backer.

CITI has no control over the correctness or completeness of the information provided by the fundee for the campaign, nor does CITI have control over the use of donations or support by the fundees and will not make refunds in any event of, but not limited to, a misrepresentation, fraud or fraud activities.

3. Donations

You must be 18 or over to become a donor or supporter. You are responsible for your account and all the activity on it.

After receiving a donation or completed support form, CITI will inform the fundee. CITI will transfer the donated funds to the bank account associated with the campaign, on a monthly basis, provided that a minimum of ANG. 100 has been reached, and at the end of the campaign. Donations are made via the CX Pay payment processing platform and through bank transfers.

4. Things not to do:

- Don't take any action that infringes or violates other people's rights, violates the law, or breaches any contract or legal duty you have toward anyone.
- Don't post information you know is false, misleading, or inaccurate. Don't do anything deceptive or fraudulent.
- Don't offer any rewards that are illegal, or violate any applicable law, statute, ordinance, or regulation.
- Don't do anything threatening, abusive, harassing, defamatory, libelous, tortious, obscene, profane, or invasive of another person's privacy.
- Don't distribute unsolicited or unauthorized advertising or promotional material, or any junk mail, spam, or chain letters. Don't run mail lists, listservs, or any kind of auto-responder or spam on or through the platform.
- Don't distribute software viruses, or anything else (code, films, programs) designed to interfere with the proper function of any software, hardware, or equipment on the platform (whether it belongs to CITI or another party).
- When you use crowdsupport.fund — and especially if you create a successful project — you may receive information about other users, including things like their names, email addresses, and postal addresses. This information is provided for the purpose of participating in a campaign: don't use it for other purposes, and don't abuse it.
- Don't try to interfere with the proper workings of the platform.
- Don't bypass any measures we've put in place to secure the platform.

- Don't try to damage or get unauthorized access to any system, data, password, or other information, whether it belongs to CITI or another party.
- Don't take any action that imposes an unreasonable load on our infrastructure, or on our third-party providers. (We reserve the right to determine what's reasonable.)
- Don't use any kind of software or device (whether it's manual or automated) to "crawl" or "spider" any part of the platform.
- Don't take apart or reverse engineer any aspect of the platform in an effort to access things like source code, underlying ideas, or algorithms.

5. Contract between funder and fundee

CITI provides a support platform for businesses, startups and non-profit organizations. When a campaign is posted on crowdsupport.find, the fundee is inviting other people to form a contract with them. Anyone who backs a project is accepting the fundee's offer, and forming that contract.

CITI is not a part of this contract—the contract is a direct legal agreement between fundees and their backers. Here are the terms that govern that agreement:

- When a project is successfully funded, the fundee must complete the project and fulfill each reward. Once a fundee has done so, they've satisfied their obligation to their backers.
- Throughout the process, fundees owe their backers a high standard of effort, honest communication, and a dedication to bringing the project to life. At the same time, backers must understand that they're not buying something when they back a project—they're helping to create something new, not ordering something that already exists. There may be changes or delays, and there's a chance something could happen that prevents the fundee from being able to finish the project as promised.
- If a fundee is unable to complete their project and fulfill rewards, they've failed to live up to the basic obligations of this agreement. To right this, they must make every reasonable effort to find another way of bringing the project to the best possible conclusion for backers. A fundee in this position has only remedied the situation and met their obligations to backers if:
 - a. they post an update that explains what work has been done, how funds were used, and what prevents them from finishing the project as planned;
 - b. they work diligently and in good faith to bring the project to the best possible conclusion in a timeframe that's communicated to backers;
 - c. they're able to demonstrate that they've used funds appropriately and made every reasonable effort to complete the project as promised;
 - d. they've been honest, and have made no material misrepresentations in their communication to backers; and
 - e. they offer to return any remaining funds to backers who have not received their reward (in proportion to the amounts pledged), or else explain how those funds will be used to complete the project in some alternate form.
- The creator is solely responsible for fulfilling the promises made in their project. If they're unable to satisfy the terms of this agreement, they may be subject to legal action by backers.

6. How Funding Works

These are the terms that apply when you're backing a project:

- Monetary donations through the platform can be made by a transaction through the platform, or by bank transfer.
- Your credit card will be charged immediately. You can only cancel or change your pledge by making special arrangements directly with the fundee.
- Rewards are not required.
- If a reward is offered, the estimated delivery of a reward is the fundee's estimate and based in the specifications provided by the fundee.
- Donations received will be deemed to have been made voluntarily by you. CITI does not offer refunds.
- Responsibility for finishing a project lies entirely with the fundee. CITI cannot guarantee fundee's work.

These are the terms that apply when you're creating a project:

- You can refund individual pledges if you want. After support has been received, you can cancel and refund a backer's pledge at any time. If you do, you have no further obligation to that specific backer, and no agreement exists between you.

- Some pledges can't be collected — CITI can't guarantee that the amount of funding you receive will be exactly equal to the amount pledged.
- Prepare for potential delays. Don't assume you'll be able to launch your project when you want; there could be a reason CITI is not able to accept it, or a problem that takes time to resolve. Don't assume you'll be able to immediately collect your funding; there may be a delay. And don't take any actions in reliance on collecting any of the money pledged until you actually have the ability to withdraw it from your account and spend it.

7. Liability

CITI has no control over the content, timeliness and quality of the support provided by the backers. CITI will not be liable for any direct, indirect or consequential damages resulting from donations made or support provided or promised through the platform.

To the fullest extent permitted by law, in no event will CITI, its board, directors, employees, partners, suppliers, or content providers be liable for any indirect, incidental, punitive, consequential, special, or exemplary damages of any kind, including but not limited to damages (i) resulting from your access to, use of, or inability to access or use the platform; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct of content of any third party on the platform. In no event shall CITI's liability for direct damages be in excess of (in the aggregate) one hundred U.S. dollars (\$100.00).

8. Processing fees

At this moment, CITI does not charge any processing or other fees to backers or fundees. If in the future CITI will charge any fees, this will be made known in advance.

9. Indemnification

CITI reserves the right to request that users of the platform indemnify, defend and hold CITI, its affiliates, if any, officers, directors, employees and agents, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including legal fees) resulting from: the use, misuse or abuse of the platform, services or any third-party website; the breach of any provision of these terms.

10. Intellectual property

The intellectual property rights to their campaigns are owned by the fundee. It is the responsibility of the fundee to make sure that the intellectual property of the content provided by a fundee to CITI to create the campaign, is either owned by the fundee or openly accessible.

CITI owns the intellectual property rights of all other content and materials on the website, unless stated otherwise.

CITI reserves the right to share the campaigns and their content via social media and any other means and channels for marketing, reporting, communication and awareness purposes..

11. Law and Jurisdiction

This notice will be governed by and construed in accordance with the law of Curaçao.

12. Versions

The latest version of these Terms & Conditions are posted on the website crowdsupport.fund.

Date latest update: 16 December 2022.