

## Welcome to Crowdable!

Last updated: 06-12-2023

### WHAT PARTS OF THESE TERMS APPLY TO ME?

These terms governs your use of the Crowdable platform and any other products and services made available through the Platform, its related websites and applications (collectively referred to in these terms as the "**Platform**"). By using the Platform, you agree to be legally bound by these terms which forms a binding contractual agreement between you, the "**User**", and us, Crowdable Limited (Company number **14573686**) ("**Crowdable**", "**we**" or "**us**").

The remainder of these terms are divided into four parts, which apply to different types of Users as follows:

- Part A (**All Users**), which sets out terms that apply to all Users;
- Part B (**Creators**), which sets out additional terms that apply to "**Creators**", being Users who organise a fundraising/crowdfunding project ("**Crowdfunding Campaign**") for their musical projects and receive the proceeds of a successful **Crowdfunding Campaign** on the Platform;
- Part C (**Backers**), which sets out additional terms that apply to "**Backers**", being Users who contribute a monetary contribution to a Crowdfunding Campaign possibly in exchange for rewards mentioned on the Platform.

### HOW DO I READ THESE TERMS?

When we talk about "**Services**" in these terms, we are referring to the services available through our Platform and any associated services we offer.

We may update any part of these terms at any time without notice to you. By continuing to use the Platform, or ordering, accepting or paying for any Services by means of the Platform, after such an update, you agree to be bound by these terms as amended.

We encourage you to check the date at the top of these terms to see when we last updated them.

Capitalised words and phrases used in these terms have the meanings given by the words immediately preceding any bolded and bracketed word(s) or phrase(s).

## A. All Users

### 1. SCOPE AND NATURE OF THE PLATFORM

- (a) The Platform is an online medium which facilitates the introduction of Creators and Backers and allows Creators to organise fundraiser projects (“**Crowdfunding Campaign**”) to connect with Backers.
- (b) As the provider of the Platform, Crowdfunder does not own, control, offer or manage any Crowdfunding Campaign, contribution to a Crowdfunding Campaign or any Crowdfunding Campaign Listing (defined in clause 2(a) of Part B). Crowdfunder is not a party to the contracts that form between Users i.e. between each Creator and their Backers.
- (c) Crowdfunder is not acting as an agent, a payment processor or in any other capacity for any User except as expressly specified in these terms.
- (d) We maintain other terms and policies that supplement these terms like our Privacy Policy [link](#), which describes our collection and use of personal information.
- (e) Creators and Backers are solely responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to the provision or use of any Platform.
- (f) Creators and Backers are solely responsible for their own actions or inactions.

### 2. ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
  - (i) over the age of 18 years and accessing the Platform for personal use (or on behalf of a company or organisation in accordance with clause 2(c)); or
  - (ii) accessing the Platform on behalf of someone under the age of 18 years old and you have that person’s consent to use the Platform on their behalf.
- (b) Please do not access the Platform if you are under the age of 18 years old or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so. If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (“**Represented Entity**”), then “**you**” or “**User**” throughout these terms means the Represented Entity and you are binding the Represented Entity to these terms (and warrant you have the necessary authority to do so).

### 3. ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users will be required to sign-up, register and receive an account through the Platform (an “**Account**”).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, date of birth, and other information as determined by Crowdfunder from time to time.
- (c) You warrant that any information you give to Crowdfunder in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) Once you complete the Account registration process, Crowdfunder may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (e) You are responsible for maintaining the confidentiality and security of your Account details and password.
- (f) You are responsible and liable for any activities conducted through your Account.

- (g) Crowdfunder reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (h) Crowdfunder may, in its absolute discretion, suspend or cancel your Account, or discontinue your use of the Platform, for any reason, including for any failure to comply with these terms.

#### 4. **USER OBLIGATIONS**

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify Crowdfunder of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (c) to not use the Platform for any purpose other than for the purpose of creating Crowdfunding Campaigns or making contributions, including by not using the Platform:
  - (i) in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting services which include illegal activities or purposes); and
  - (ii) in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by Crowdfunder;
- (d) not to act in any way that may harm the reputation of Crowdfunder or associated or interested parties or do anything at all contrary to the interests of Crowdfunder or the Platform;
- (e) not to make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of Crowdfunder;
- (f) that Crowdfunder may change any features of the Platform or Services offered through the Platform at any time without notice to you;
- (g) that information given to you through the Platform, by Crowdfunder or another User including a Creator, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
- (h) that Crowdfunder may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 4.

#### 5. **POSTED MATERIALS**

##### 5.1. **WARRANTIES**

By providing or posting any information, materials or other content or Crowdfunding Campaign on the Platform ("**Posted Material**"), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services or Rewards that you represent you provide);
- (b) the Posted Material is accurate, true, complete, comprehensive and up-to-date at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;

- (f) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (g) the Posted Material does not breach or infringe any applicable laws.

## 5.2. LICENCE

- (a) You grant to Crowdfunder a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, edit, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for Crowdfunder to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release Crowdfunder from any and all claims that you could assert against Crowdfunder by virtue of any such moral rights.
- (c) You indemnify Crowdfunder against all damages, losses, costs and expenses incurred by Crowdfunder arising out of any third party claim that your Posted Material infringes any third party's Intellectual Property Rights.

## 5.3. REMOVAL

- (a) Crowdfunder acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, Crowdfunder may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile, Crowdfunding Campaign or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.
- (c) You agree that if at any time after it is posted, the Posted Material stops being accurate, true, complete, comprehensive or up-to-date, you must notify Crowdfunder immediately, and amend the relevant Posted Material. Depending on the extent of the inaccuracy, and the time period for which the Posted Material was inaccurate, Crowdfunding Campaign may (in its discretion) decide to remove the relevant Listing, and direct the Online Payment Partner to issue refunds of any relevant Contributions.

## 6. REFUNDS

Crowdfunder will have no liability or obligation to you if:

- (a) a Creator cancels at any time after the time for performance of their contract is agreed, including performance of a Crowdfunding Campaign; or
- (b) for whatever reason, including technical faults, the services in a Crowdfunding Campaign listing cannot be performed or completed,

and in such an event, you will not be entitled to any monies or compensation from Crowdfunder.

## 7. WARRANTY AND INDEMNITY

You acknowledge and agree that:

- (i) we are reliant on the information provided by you to verify your identity and have not conducted any verification on any Creator or Backer and to the extent permitted by law, disclaim that the information provided on the Platform will be accurate;
- (ii) you should make your own inquiries as to other Users' identities before engaging in contracts with those Users; and
- (iii) we do not endorse any User, listing or Crowdfunding Campaign.

## 8. ONLINE PAYMENT PARTNER

- (a) We use third-party online payment partner for instance, Stripe or Mollie ("**Online Payment Partner**") to collect payments on the Platform, including for our Services.

- (b) The processing of payments by the Online Payment Partner will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Online Payment Partner.
- (c) You agree to release Crowdfunder and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment.
- (d) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.
- (e) We reserve the right to instruct our Online Payment Partner to put a hold on any funds being held by the Online Payment Partner, or to refund or reverse any charges processed by the Online Payment Partner, including in circumstances where Crowdfunder reasonably believes that a relevant User has breached these terms, including the obligations to provide accurate information and deal with funds in accordance with the relevant Crowdfunding Campaign listing.

9. **SERVICE LIMITATIONS**

The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that Crowdfunder cannot and does not represent, warrant or guarantee that:

- (a) the Platform will be free from errors or defects;
- (b) the Platform will be accessible at all times;
- (c) messages, if any, sent through the Platform will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform will be secure or confidential; or
- (e) any information provided through the Platform is accurate or true.

10. **INTELLECTUAL PROPERTY**

- (a) Crowdfunder retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Platform and the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) ("**Platform Content**") and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Platform Content for the sole purpose of viewing it. You must not otherwise reproduce, screenshot, transmit, adapt, distribute, sell, modify or publish the Platform Content without prior written consent from Crowdfunder or as permitted by law.
- (c) In this clause 9 and throughout these terms, "**Intellectual Property Rights**" means all copyright, trade mark, design, patent, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in the United Kingdom and throughout the world.

11. **THIRD PARTY CONTENT**

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform ("**Third Party Content**"). Crowdfunder accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

12. **THIRD PARTY TERMS**

- (a) Any service that requires Crowdfunder to acquire goods or services supplied by a third party on behalf of the Creator (including a third party payment or ticketing service) may be subject to the terms and conditions of that third party ("**Third Party Terms**"), including 'no refund' policies.

- (b) Users agree to familiarise themselves with any Third Party Terms applicable to any such goods and services and, agree to such Third Party Terms before acquiring any goods or services from that third party.
- (c) Crowdfunder accepts no responsibility or liability for breach of any Third Party Terms by any User or the third party.

13. **DISPUTES BETWEEN USERS**

- (a) You should direct any complaint relating to another User to that User. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) If any issue or problem relating to the Platform remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to Crowdfunder via the contact email address displayed on our website from time to time. We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (d) Crowdfunder has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute.
- (e) Crowdfunder reserves the right to direct the Online Payment Partner to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with Crowdfunder, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 60-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 12, you or Crowdfunder may at any time cancel your Account or discontinue your use of the Platform.

14. **SECURITY**

Crowdfunder does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

15. **LIABILITY**

- (a) **(Introduction service)** Crowdfunder is a medium that facilitates the introduction of Creators and Backers for the purposes of allowing Creators to create Crowdfunding Campaigns, and allowing Backers to contribute to such Crowdfunding Campaigns. Crowdfunder simply collects a service fee from the Creators in consideration for providing these introductions but does not collect any fees from the Backers. Crowdfunder does not have any obligations or liabilities to, and is not a party to any contract between, the Creators and Backers in relation to any Crowdfunding Campaign, goods or services, or any relationship otherwise resulting from an introduction.
- (b) **(Limitation of liability)** To the maximum extent permitted by applicable law, Crowdfunder excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to:
  - (i) any interactions you may have with a User, or any other person you interact with through, or as a result of, your use of the Platform; or
  - (ii) the publication of, or reliance on, a Crowdfunding Campaign listing.

The parties agree that Crowdfunder's total maximum liability to any User under these terms shall be limited to £100.
- (c) **(Disclaimer)** All express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded.

- (d) **(Indemnity)** You agree to indemnify Crowdable and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from you or your representatives':
- (i) breach of these terms (including any additional agreements that apply);
  - (ii) use of the Platform;
  - (iii) publication of, or reliance on, a Crowdfunding Campaign listing;
  - (iv) your provision or receipt of goods or services to or from another User; or
  - (v) your breach of any laws, regulations, contracts or third party rights.
- (e) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Crowdable be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Platform, these terms or their subject matter, the use of the Platform, the publication of, or reliance on, a Crowdfunding Campaign listing or any services provided by any third party (except to the extent this liability cannot be excluded under applicable law).

16. **CONFIDENTIALITY**

You agree that:

- (a) no information owned by Crowdable, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other Users on this Platform and of the Creator or a Backer are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

17. **PRIVACY**

You agree to be bound by the clauses outlined in our Privacy Policy, which can be accessed here <[link](#)>.

18. **COLLECTION NOTICE**

- (a) We collect personal information about you in order to enable you to access and use the Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

19. **TERMINATION**

- (a) Crowdable reserves the right to terminate a User's access to any or all of the Platform (including any Crowdfunding Campaign listings or Accounts) at any time without notice, for any reason.
- (b) In the event that a User's Account is terminated:
  - (i) the User's access to all posting tools on the Platform will be revoked;
  - (ii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and listings or requests); and
  - (iii) the User may be unable to view their details and all Crowdfunding Campaign listings previously posted by the respective User or selected by a User to contribute to, will also be removed from the Platform.
- (c) Users may terminate their Account, and any other membership they hold in connection with the Platform, at any time by using the Platform's functionality, where such functionality is available. Where such functionality is not available, Crowdable will effect such termination within a reasonable time after receiving written notice from the User.

- (d) If you are a Creator and you terminate your Account, any Crowdfunding Campaigns will be subject to the terms and conditions of any contracts between you and any Backers (and such terms and conditions may specify what happens on termination including in relation to refunds, the engagement of services, and the disbursement of contributions). Notwithstanding termination or expiry of your Account, these terms, or any other membership you hold in connection with the Platform, the provisions of Part A and any other provision in these terms which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

20. **TAX**

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform, including contributions from Backers, and Crowdfunder will not be held accountable in relation to any transactions between Users where tax related misconduct has occurred. Crowdfunder makes no warranties about any contribution to any Crowdfunding Campaign being tax deductible, and Backers should assume that all contributions they make via the Platform are not tax deductible. Creators release Crowdfunder from any liability that may arise in relation to any false or misleading claim they make in connection with the Platform about contributions being tax deductible.

21. **RECORD / AUDIT**

To the extent permitted by law, Crowdfunder reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, Posted Material, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving Crowdfunder.

22. **NOTICES**

- (a) A notice or other communication to a party under these terms must be:
- (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in these terms or if no email address is specified on the Platform, then the email address most regularly used by the parties to correspond regarding the subject matter of these terms ("**Email Address**"). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
- (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern these terms, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,
- whichever is earlier.

23. **GENERAL**

23.1. **GOVERNING LAW AND JURISDICTION**

These terms are governed by the laws of England . Each party irrevocably submits to the exclusive jurisdiction of the courts of England and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

23.2. **WAIVER**

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.



23.3. SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms are not limited or otherwise affected.

23.4. JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.5. ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

23.6. COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

23.7. ENTIRE TERMS

These terms embody the entire terms between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or terms, express or implied, in relation to the subject matter of these terms.

23.8. INTERPRETATION

- (a) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (b) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) (**these terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) (**document**) a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (i) (**includes**) the word "includes" and similar words in any form is not a word of limitation; and
- (j) (**adverse interpretation**) no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

## B. CREATORS

### 1. ELIGIBILITY AND CHARACTERISTICS

If in any of the Creator's listings, or anywhere on the Creator's Account, the Creator holds themselves out to certain characteristics or qualifications ("**Characteristics**"), the Creator warrants to Crowdfunder that they do have such Characteristics and if requested, will promptly provide Crowdfunder with evidence of the Characteristics. The Creator must immediately notify Crowdfunder, and amend any relevant Crowdfunding Campaign listing or Account, if a Characteristic changes, even if the Characteristic was accurately held at the time it was described in the Account or the Crowdfunding Campaign listing.

### 2. LISTINGS

You acknowledge and agree that:

- (a) you must use your best endeavours to provide as much information as possible in any Crowdfunding Campaign listing you submit to the Platform in which you offer to coordinate the receipt of monetary contributions from Backers ("**Listing**");
- (b) Crowdfunder may choose not to accept any Listing you submit to the Platform, and Crowdfunder may limit the number of Listings you can submit to the Platform;
- (c) any information you supply in a Listing must be true, timely and accurate;
- (d) any Contributions to the Crowdfunding Campaign will be provided to you only if the Crowdfunding Campaign achieves the targeted funding within the stipulated timeline ("**Successful Campaign**");
- (e) you must nominate a beneficiary in each Listing, to whom the total amount of monetary contributions from Backers via the Platform ("**Contributions**") for that Listing, once it is a Successful Campaign;
- (f) the goals or purposes set out in each Listing are honest, accurate and present a fair view of your circumstances and Characteristics and/or your experience;
- (g) you must take all reasonable steps to complete the Crowdfunding Campaign as described in each Listing, including by not cancelling any part of such a Listing;
- (h) a Listing will be complete, and no more Contributions may be accepted, in accordance with the terms of the Listing, whether the completion is referable to a time period or a Contribution target;
- (i) if you become aware that a Characteristic is incorrect, immediately notify us;
- (j) Crowdfunder may direct the Online Payment Partner to issue refunds to Backers, including in circumstances where a Listing, Account or Crowdfunding Campaign contains information, Characteristics or any other material that is not complete, correct, accurate, comprehensive and up-to-date, or is in any way misleading;
- (k) you will not use the Platform to mislead or deceive any Users;
- (l) you must deal with any dispute with a Beneficiary or a Backer in accordance with clause 12 of Part A;
- (m) any additional terms and conditions relating to a Listing are solely between you and each Backer, and do not involve Crowdfunder in any way, except that they must not be inconsistent with your or the Backer's obligations under these terms; and
- (n) Crowdfunder will have no responsibility for the accuracy, reliability or timeliness of any Backer's response to a Listing.

### 3. PAYMENT

- (a) (**Payment obligations**) The Creator shall pay a sum of £100 ("**Listing Fee**") to create a Listing. The Listing Fee is non-refundable.
- (b) (**Commission**) Crowdfunder shall be paid a commission of 10% ("**Commission**") once the Crowdfunding Campaign is a Successful Campaign. Any processing or transaction fees payable in respect of payment to Crowdfunder will be included in the Commission.

- (c) (**Deductions**) The Creator will receive the total amount of Contributions after deduction of the Commission ("**Total Funds**"), which will be transferred to you, using the Online Payment Partner. The receipt of the Total Funds will be subject to these terms and the Online Payment Partner's terms and directions in this regard.
- (d) (**Card surcharges**) Our Online Payment Partner may charge credit card surcharges in the event that Contributions payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (e) (**Pricing errors**) In the event that we discover an error or inaccuracy in any payment or Contribution, we will attempt to contact the relevant User and inform the User of this as soon as possible. The User will then have the option of making the correct payment, or cancelling the payment.

#### 4. **COMPLETION OF THE CROWDFUNDING CAMPAIGN**

You must ensure that the Crowdfunding Campaign specified in a Listing is performed:

- (a) in accordance with all applicable laws, regulations, tax obligations and industry standards;
- (b) with due care and skill and in a professional, punctual and diligent manner;
- (c) so that the Crowdfunding Campaign achieves its intended purpose; and
- (d) on the date(s) and at the time(s) set out in the Listing.

#### 5. **BINDING CONTRACT**

You agree that when a Backer contributes to a Listing, this constitutes their intention and offer to enter into a contract with you, where you will complete the Crowdfunding Campaign as specified in the relevant Listing, in exchange for payment of the relevant Contribution. A contract is formed in this respect (between you and the Backer) when a Backer contributes to a Listing.

#### 6. **WARRANTIES**

By listing yourself as a Creator on the Platform or posting a Listing, you represent and warrant that:

- (a) you are able to fulfil the requirements of the Crowdfunding Campaign specified in the Listing;
- (b) you will complete the Crowdfunding Campaign, and use the funds raised in connection with the Crowdfunding Campaign:
  - (i) with due care and skill in a professional, efficient, diligent and safe manner; and
  - (ii) in compliance with all applicable laws; and
- (c) you or any individuals involved in your completion of the Crowdfunding Campaign have not been previously convicted of an indictable offence, and any companies involved in your performance of services have no current legal, criminal, civil or administrative proceedings against them.
- (d) Your Characteristics as described in the Listing are true, accurate, complete, comprehensive and up-to-date. If your Characteristics do not match the Listing, you must notify Crowdfunder immediately.

#### 7. **INTELLECTUAL PROPERTY**

- (a) The Creator retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Crowdfunding Campaign listing (including text, graphics, logos, design, icons, images, sound and video recordings) ("**Creator Content**").
- (b) The Creator grants to Crowdfunder a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, edit, copy, modify, reproduce and adapt any Intellectual Property Rights in any Creator Content in order for Crowdfunder to post, display or advertise such Creator Content for its benefit.

## 8. PRIVACY

- (a) Crowdable will collect and process information relating to the Creators and the Backers in accordance with Crowdable's Privacy Policy.
- (b) The Creator acknowledges that for the purposes of the Data Protection Legislation, Crowdable is the controller and the Creator is the processor.
- (c) The Creator will at all times comply with the Data Protection Legislation.
- (d) The Creator shall, in relation to any Personal Data processed in connection with these:
  - (i) process that Personal Data only on written instructions of Crowdable;
  - (ii) keep the Personal Data confidential;
  - (iii) comply with Crowdable's Privacy Policy and other relevant policies made available to the Creator;
  - (iv) comply with Crowdable's reasonable instructions with respect to processing Personal Data;
  - (v) not transfer any Personal Data outside of the UK unless, in accordance with the Data Protection Legislation, the Creator ensures that (i) the transfer is to a country approved as providing an adequate level of protection for Personal Data; or (ii) there are appropriate safeguards in place for the transfer of Personal Data; or (iii) binding corporate rules are in place; or (iv) one of the derogations for specific situations applies to the transfer;
  - (vi) assist Crowdable at Crowdable's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
  - (vii) notify Crowdable without undue delay on becoming aware of a Personal Data breach or communication which relates to Crowdable's or the Creator's compliance with the Data Protection Legislation;
  - (viii) at the written request of Crowdable, delete or return Personal Data (and any copies of the same) to Crowdable on termination of these terms unless required by the Data Protection Legislation to store the Personal Data; and
  - (ix) maintain complete and accurate records and information to demonstrate compliance with this clause 7 and allow for audits by Crowdable or Crowdable's designated auditor.
- (e) The Creator shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by Crowdable, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
  - (i) pseudonymising and encrypting Personal Data;
  - (ii) ensuring confidentiality, integrity, availability and resilience of its systems and services;
  - (iii) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
  - (iv) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- (f) The Creator agrees that any subcontractor appointed under clause 7 is a third-party processor of Personal Data under these terms. The Creator confirms that it will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 7(f), with the sub-contractor. The Creator shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7(f).

- (g) The Creator shall have personal liability for and shall indemnify Crowdfunder for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Creator of the Data Protection Legislation, and shall maintain in force full and comprehensive insurance policies to cover any loss arising from breach of the Data Protection Legislation.
- (h) For the purpose of these terms, “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK and EU including the General Data Protection Regulation ((EU) 2016/679) (GDPR), the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). “**Personal Data**” shall have the meaning under the Data Protection Legislation.

9. **CANCELLATION**

- (a) Crowdfunder will have no liability or obligation to the Creator if a Backer does not or fails to pay the committed or promised Contributions. In such an event, the Creator will not be entitled to any compensation from Crowdfunder in relation to any such cancellation, including any portion of the Listing Fee.
- (b) If the Creator wishes to cancel an agreed Listing before its end date, the Creator must contact Crowdfunder and the Backer(s) via the Platform and inform them of the cancellation. In such a case, the Listing Fee paid by the Creator to Crowdfunder shall not be refunded. If Crowdfunder decides to investigate your cancellation, the Creator must provide assistance and information to Crowdfunder as reasonably requested.
- (c) In the event of cancellation of an agreed Listing by the Creator before its end date, all funds contributed by the Backers shall be refunded in full to them.

## C. Backers

### 1. BINDING CONTRACT

The Backer agrees that when a Backer makes a Contribution to a Crowdfunding Campaign, this constitutes their intention and offer to enter into a contract with the Creator, where the Backer will provide the Creator with the Contribution, in exchange for the Creator taking reasonable steps to complete the Crowdfunding Campaign or in return for rewards, if any, offered by the Creator in the Crowdfunding Campaign (“**Rewards**”). A contract is formed in this respect (between the Backer and the Creator) when a Creator accepts the contribution.

### 2. CONTRIBUTIONS

#### 2.1. GENERAL

Before the Backer makes any Contribution to a Crowdfunding Campaign or on the Platform, the Backer acknowledges and agrees that they are doing this at their own risk and are responsible for researching the Crowdfunding Campaign and how the Creator intends to use the Contributions and the Total Funds.

#### 2.2. NO REFUNDS FOR CHANGE OF MIND

All Contributions are non-refundable for change of mind.

#### 2.3. REWARDS

- (a) The Creator my promise or commit to provide you Rewards for making Contributions. Please see the Crowdfunding Campaign listing details for more information in this regard.
- (b) The Creator’s estimate of when a reward is provided will vary on a case to case basis and we do not guarantee that it will be fulfilled by that time. The schedule may change as the Creator works on their work.
- (c) To deliver your Rewards after a Successful Campaign, the Creator may request you to provide your personal information, for instance, your mailing address. Please see our Privacy Policy <here> on how Creators process your personal information.

#### 2.4. LIABILITY

The Backer releases Crowdable and waives any and all claims against Crowdable in relation to any misleading or otherwise inaccurate information provided by a Creator, or any other misappropriation of a Contribution or the Total Funds, by the Creator.

### 3. LINKED BUSINESSES

The Backer acknowledges and agrees that:

- (a) the Platform provides links and introductions to Creators that are not under the control of Crowdable ;
- (b) the provision by Crowdable of introductions to Creators does not imply any endorsement or recommendation by Crowdable of any Creator;
- (c) Crowdable does not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any Creator who uses or lists on the Platform; and
- (d) any terms and conditions relating to a Crowdfunding Campaign Listing provided via the Platform constitute a contract between you and the Creator once agreed and do not involve Crowdable in any way.

### 4. CANCELLATION

- (a) In the event of cancellation of an agreed Listing by a Creator before its end date, any and all funds contributed by the Backer shall be refunded in full after deducting any applicable transaction fee charged by the payment provider to process the refund.

- (b) Any Rewards promised or committed to you by the Creator may be subject to change and we do not guarantee that any Rewards will be delivered. Crowdfunder shall not be responsible or liable in the event the Creator does not or fails to deliver any Rewards after completion of the Crowdfunding Campaign and this is governed by the contract between you and the Creator.