

## TERMS AND CONDITIONS

This Agreement (or „Terms and Conditions“) describes the terms and conditions that govern the Contributor use of the Site to support Foundation Things Project at <http://adopt.things.info/> ("Site" or "Platform"). By using the Site or related services in any matter, you are bound by these Terms and Conditions. You will also be obliged to read and accept the Terms and Conditions when you are placing your contribution at [adopt.things.info](http://adopt.things.info). Given Terms and Conditions is a contractual relationship.

### DEFINITIONS

The "Parties" to the Terms and Conditions are Foundation Things (or "Things") and the Contributor and "Party" shall refer to one of the Parties.

The "Contributor" indicates to a user of the Platform who believes in the Project and supports the Project through donation.

"Adoption" means that the Contributor will adopt a thing giving donation to Things and Contributor's name will be posted on the Site, next to the adopted thing view for a year. Contributor has also option to stay anonymous and donate without revealing personal data, in this case the thing will be adopted without the Contributor's name next to the adopted thing view on the Site. Only one Adoption per one thing is allowed.

"Funding" is a support granted by the Contributor to the Things.

### PROJECT

Platform will be a place for all manmade objects, their origin, status and relationship with people and other things. The Platform will provide the consumers with product information they need about production or possible afterlife of things. In addition to the products being produced every second and the ones already in use, Site will help the user to reuse things which are not in use any more.

The purpose of the Project is to build Platform giving everyone opportunity to know more about the products in use and how to manage a product when it is not in use any more. The Project maps the resources and gives guidance how to better manage them - starting from production and ending with reuse or recycling (or "Project").

All donations are collected for the Project through the PayPal online payment service. There are no any other third parties involved in the transfer.

### PERSONAL INFORMATION

All personal information the Contributor provides to Things be handled by Things as responsible for the personal information. Provided personal information will be used to ensure proper and legal use of transfer. The information you provide is only available to Things and will not be shared with third parties, except in case of illegal use of the Site. The Contributor has the right to request Things to delete or correct the information held about the Contributor.

### PURPOSE OF THE FUNDING

Things shall use the Funding only for the delivery of the Project and in accordance with this Terms and Conditions. The Funding shall not be used for any other purpose without the prior written statement of Things. When the purpose of the Funding is changed the Contributor has right to require return of the donation in 30 days. After that period the Contributor shall be deemed to have accepted the change of the purpose of the Funding.

BY USING THE SITE YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS THAN YOU SHOULD CEASE USE OF THE WEBSITE AND THE SERVICES IMMEDIATELY.

#### UNAUTHORIZED USE

When a donation is made on the Site the transaction is final and not disputable unless unauthorized use of Contributor's payment card is proved by card issuer. In case of unauthorized use the Contributor has to follow card issuer misuse or fraudulent reporting rules.

#### GOVERNING LAW

Any disputes with Things concerning these Terms & Conditions, the Project or any other provisions shall be governed by the laws of Estonia. The competent court in Estonia has the exclusive jurisdiction.

#### CURRENCY STATEMENT

All donations will be transacted in Euros.

#### DISCLAIMER

Things will not be liable for any damages (including consequential or incidental damages of any kind) regarding the provided information and the connection with or use of the Site. When the Platform or the Project is taken temporarily offline, e.g. because of maintenance or security reasons, there will be no liability for Things.

Things and related e-mails may contain hyperlinks to web pages of third parties. Things is not responsible and will not be liable for the information presented on these pages or for any interactions with any organisation or individual found on the Site.

Things will not be liable for any failure to perform its obligations if such failure results from any cause beyond reasonable control.

If any part of this disclaimer or Terms and Conditions shall be unlawful or unenforceable, this will not affect any of the remaining provisions.

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