

## Terms and Conditions of Reli-Funding International

**Notice:** This is a free translation of the Dutch 'Algemene Voorwaarden Reli-Funding International. In case of a legal matter the Dutch 'Algemene Voorwaarden Reli-Funding International' are leading.

**Pay attention to:** Essential basispoints of **Reli-Funding International** (the webbased Fundraising-database of **Swagerman Consult**):

1. **Reli-Funding International** is primarily designed for Christian non-profits - established alle over the world and/or employed - for their activities in search of funding, by which they are acting in accordance with Christian beliefs, derived as they are from the Word of God.
2. Christian non-profits can apply for an **Reli-Funding International**-subscription by which they will be accepted as a subscriber based on their Christian basis of activities.
3. Non-profits without a Christian basis of activities will only be able to become an **Reli-Funding International**-subscription, if their basis of activities or their actual activities have a humanitarian character and in any case they do not act or promote activities contrary to Christian beliefs.
4. The acceptance and/or the maintenance of the non-Christian non-profit will be dependent on the sole discretion of **Swagerman Consult**, which is entitled to the non-acceptance or even to the unilateral termination of the **Reli-Funding International** - subscription, if and when **Swagerman Consult** has come to the conviction that this subscriber in fact acted or has the intention to act contrary to Christian beliefs, whether bij deviation of the original basis of activities or in its actual activities followed or is intended to follow unacceptable practise from the same perspective.
5. For all non-profits accepted by **Swagerman Consult** will be applicable the following Terms and Conditions of **Reli-Funding International**.

**Swagerman Consult** shall make **Reli-Funding International** accessible as worked out under these Terms and Conditions of **Reli-Funding International** (hereinafter: 'Terms and Conditions'). The Terms and Conditions shall apply to anyone who accesses and uses **Reli-Funding International**. **Reli-Funding International** is protected by copyright law.

### Article 1: Definitions

- 1.1 In the Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:
  - a. **Reli-Funding International**: website owned by **Swagerman Consult** (hereinafter called **SC**) at the Internet address [www.reli-funding.com](http://www.reli-funding.com) with information about International Christian Fundraising;
  - b. Subscriber: The natural or legal person with a subscription on **Reli-Funding International**;
  - c. Subscription: An agreement between **SC** and Subscriber by which Subscriber has access to **Reli-Funding International** - through a strictly personal identifier code for the Use and user(s)- for services mentioned in the subscription. A Subscription is bounded to one location;
  - d. User: He or she pointed out by the Subscriber - by filling in his or her name c.q. their names on the application form - to have access to **Reli-Funding International**;
  - e. Identifier code(s): The unique code(s), namely a combination of at least Username and Password, provided by **SC** to Subscriber in order to grant access to **Reli-Funding International**.
- 1.2 These general conditions apply to all offers and agreements relating to **Reli-Funding International**. Any general or specific conditions of the Subscriber on the Subscription of **Reli-Funding International** and or all components or effects are explicitly not applicable.

### Article 2: Duration

- 2.1 A subscription is entered for a period of 12 months and may start at any moment.
- 2.2 The subscription will not be automatically be renewed. Before the expiration date of the subscription, the subscriber will be contacted by **SC** asking for an eventual renewal.
- 2.3 Should the Subscriber on the due date of the expiration, not or negative responded to the request (See 2.2), the subscription will expire at the date of expiration.
- 2.4 Should the Subscriber respond positively to the request, **SC** will contact subscriber about the nature, extent and commencement date of the new Subscription. If at the expiry-date of the subscription the fee of the new subscription has not been received in due time, the subscription will be temporarily suspended until payment is received.

### Article 3: License and restrictions

- 3.1 For the duration of the Subscription, Subscriber obtains the non-transferable right to access the information services provided by **Reli-Funding International** as mentioned in the subscription when **Reli-Funding International** is available.
- 3.2 All rights, including copyright and database rights, both in terms of **Reli-Funding International** in general or specific (including the related software) are owned by **SC** and/or its suppliers. Subscriber acknowledges these rights and will refrain from any infringement thereof.
- 3.3 Subscriber may only access and use **Reli-Funding International** in connection with work of his/her own non-profit organization.
- 3.4 Subscriber is not allowed to publish, to reproduce or sell any information derived from **Reli-Funding International** to third parties, all this in whatever form, including whether or not prepared to integrate in networks or to appear on more screens or to disclose otherwise, unless such disclosure and/or reproduction is allowed in accordance with the following paragraph of this article.

**3.5** Subscriber is allowed to use information on private foundations and/or documents derived from **Reli-Funding International** by photocopy, electronic or other form only for their own use, as far as this is related to the activities of subscriber. The retained information is limited to a non-substantial part of a collection of information and must be provided with an indication that the relevant copyright is owned by **SC**.

**3.6** Any use of the copied information should be in accordance with the Dutch Copyright Act and - with the exception of use for the activities of the Subscriber - it is Subscriber not allowed to use any of the copied information derived from **Reli-Funding International** for commercial purposes, such as selling and/or storage within another database.

**3.7** **SC** has the right to preserve the right to change and/or to withdraw the permission mentioned in 3.5 and to inform Subscriber by post or by e-mail and Subscriber is committed after receipt of such notice due to such an alteration or withdrawal of consent to execute directly.

#### **Article 4: Access to Reli-Funding International**

**4.1** **SC** provide Subscriber for any User specified by Subscriber, an identification code to access **Reli-Funding International**. Use of the identifier by User is strictly bound to the designated person and shall be held under the responsibility and at the expense and risk of Subscriber.

**4.2** If Subscriber no longer can or want to use one or more of the provided identifiercode(s) or wishes to replace a user, he should inform **SC** by email.

**4.3** Subscriber undertakes to **SC** to impose the applicability of these general conditions onto the designated User(s).

#### **Article 5: Limitations of the identification code and its implications**

**5.1** Subscriber and/or User(s) are not allowed to make known or to give in use to any third party the identification code(s).

**5.2** Subscriber shall be liable in all cases for the unauthorized use of the identification code(s) by third parties, and is in a recognized case of unauthorized use of a non-**SC** moderation and is susceptible to a penalty of € 750 and € 150 per violation per day that the violation continues.

**5.3** If **SC** suspects that unauthorized use by third parties referred in 5.1 is made of the identifiercode(s), is **SC** entitled - even without prior notice to Subscriber to (do) perform a check - in which case Subscriber is obligate to contribute any assistance needed. In case that is determined that Subscriber has made unauthorized use, the costs of the investigation have to be borne by Subscriber.

#### **Article 6: Price and payment**

**6.1** The Subscription-price to be paid by Subscriber for access to and use of **Reli-Funding International**, download and print out information from **Reli-Funding International**, is based on the rates as specified in the pricelist (on the application form) of **Reli-Funding International**.

**6.2** All rates and prices are in Euro and excluding VAT. The Subscription-price is per year and to be paid in advance.

**6.3** After payment **SC** will provide by Email the login and password information to the prospective user(s).

#### **Article 7: Alterations**

**7.1** **SC** reserves the right to alter previously published subscription prices, and **SC** will forward them to Subscribers and the alteration will take effect three months after sending that notice by Post or by E-mail.

**7.2** During two months after receipt of this notice Subscriber has the right to cancel – in writing – the Subscription at the time the new price will take effect.

**7.3** With a view to preserving and/or improving the quality of **Reli-Funding International**, **SC** is entitled in its equipment, and its manner of service and information in **Reli-Funding International**, to make alterations to already issued identification codes and to add to or omit information from **Reli-Funding International**. Such alterations are no reason for Subscriber to cancel their Subscription.

#### **Article 8: Availability**

**8.1** **SC** will strive to ensure Subscribers optimal availability of **Reli-Funding International**, as well as to repair any faults as soon as possible.

**8.2** Subscriber shall not obtain access to **Reli-Funding International** at times that maintenance and repair of **Reli-Funding International** is executed, while **SC** will do its utmost that these activities will take place at times that Subscriber is the least affected by them.

#### **Article 9: Equipment and Software**

**9.1** Subscriber has to take care itself and at its own account to ensure the equipment and other facilities that provide access to networks of **Reli-Funding International**.

**9.2** Data-netprovider is entitled to charge Subscriber for providing Internet acces. There is no responsibility for **SC** at all.

#### **Article 10: Liability**

**10.1** SC has executed to their best knowledge and with the greatest care, the processing of the data, as well as the creation of **Reli-Funding International**. SC can not vouch for the accuracy and completeness of the information in **Reli-Funding International**, because it is based upon information provided by the organization or institution concerned, and SC is, except intentional or gross negligence, not liable for damage caused due to inaccuracy, incompleteness or illegality of the contents of the information provided by **Reli-Funding International**.

**10.2** Subscriber will inform its User(s) of **Reli-Funding International** about the provisions of article 10.1.

**10.3** In the event that SC is to be liable to Subscriber, its liability is limited to no more than the invoice-value of (a part of) the Subscription related.

**10.4** Information that is essential for Subscriber or its User(s) should always be verified for its correctness. In a particular case applicability should be determined independently by the User(s) and should be interpreted and adapted to the specific situation of use.

**10.5** SC is not liable to Subscriber due to a malfunction of the accessibility and/or availability of **Reli-Funding International**.

**10.6** Notwithstanding the preceding paragraphs, any liability of SC excludes compensation for indirect damage, including loss and rejected requests from foundations.

#### **Article 11: Dissolution**

**11.1** SC may dissolve the Subscription in writing with immediate effect and disclosure of access to **Reli-Funding International**, if Subscriber after urged by SC in writing to comply (timely or properly) with its obligations to SC and also when Subscriber is in bankruptcy, a bankruptcy petition has been presented, suspension of payment is made, or liquidation is made, the change of its organization or wholly or partially cease, or if third parties have knowledge of, or seem to make unauthorized use of the identification code(s) of Subscriber.

**11.2** In case of interim dissolution of a Subscription relating to article 7.2, Subscriber is entitled to receive as a refund that part of the already paid subscription price and other costs relating to a period not yet expired, but SC is entitled to deduct costs made in relation with this Subscription.

#### **Article 12: Miscellaneous**

**12.1** SC can transfer on third its relationship to Subscriber as well as the individual rights and obligations connected with this relationship. If this occurs Subscriber is entitled to terminate in writing the Subscription with immediate effect and Subscriber is entitled to receive a refund as provided in article 11.2.

**12.2** If any provision in these Terms and Conditions is held to be invalid in a court of law, this shall not in any way affect the validity of the remaining provisions.

**12.3** All Subscriptions under these Terms and Conditions are governed by Dutch Law.

**12.4** All disputes which arise between SC and Subscriber arising from the Subscription and/or its interpretation or implementation, will only be submitted to the competent court in Almelo, The Netherlands.

These (a free translation of the Dutch 'Algemene Voorwaarden **Reli-Funding International**)  
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location Enschede under number 08164525