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## TERMS AND CONDITIONS OF UTILIZATION

### PURPOSE AND SCOPE

1.1. These terms and conditions (hereinafter the "Conditions") set forth the rules for access and use of the Website <http://www.e-funding.eu> and affiliate services, so the use of this assumes its full acceptance and compliance.

1.2. The domain [www.e-funding.eu](http://www.e-funding.eu), is an autonomous unit of U3DE2 – Unidade de Desenvolvimento Empresarial SA, holder of the number of legal person 509 895 735, headquartered at Rua de Ourem, LT 16 – Leiria – Portugal, and later will be designated E-Funding.

1.3. The E-Funding reserves the right to change, add or delete the Terms without notice, such changes producing its effects, after the release of the same Website.

### GENERAL CONDITIONS

2.1. The website aims to act as an intermediary between the registered users that wish to promote their projects (the Promoters / or entrepreneurs) and registered users who wish to support them and their respective projects through a voluntary monetary contribution (financiers).

2.2. Users either entrepreneurs or financiers, to use the Website do so at their own risk and undertake, inter alia:

- a) Respect copyright and intellectual property of E-Funding;
- b) Respect copyright and intellectual property of Entrepreneurs.
- c) Making a correct and proper use of the Website and its contents, according to the conditions which expressly declares to have read, understood and accepted in their entirety before using the Website;
- d) Do not modify the software of the Website, including for the purpose of obtaining unauthorized access to any access to their contents.

2.3. Any person, provided that you agree with these Terms may access the Website, excepting yourself, right now, is needed to contribute to have access to a Credit Card or account or Paypal® SolidTrust®, which may have different terms of use from ours.



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2.4. Contents of Entrepreneurs and electronic sites eventually redirected the Website via hyperlinks ("Links") belong, are licensed and / or are available, authoritatively, by e-Funding.

2.5. The users of the Website, accessing the electronic third party sites through links provided on the Website do so at their own risk and cannot be relied upon to E-Funding in relation to damage that users may suffer, especially due to anomalies, including viruses, caused by access.

## CONTENTS

### Contents of Projects

3.1. The contents of the projects published on the Website are the sole responsibility of the entrepreneurs, so any information, data, text, software, music, audio, photography, graphics, video, images, or other materials published by the Promoters are your sole responsibility.

3.2. When the contents of the projects available on the Website, Entrepreneurs, Funding E-authorize to disclose them, play them, use them and copy them for the purpose of soliciting funders, as well as for the disclosure of the Website and activity developed by E-Funding.

### Prohibited content

3.3. The E-Funding reserves the right not to Website in any draft political content, sexual, religious and / or ideological, as well as any racist, discriminatory, violent or showing offensive, obscene or defamatory language.

3.4. Shall not be admissible Projects that provide any content that infringes any registration or Industrial Property rights (eg patent, trademark), industrial secret, or any other records or intellectual property rights of any person, entity or institution; reserving the E-Funding the right to block any content or delete any projects that violate the rights of industrial and intellectual property rights of any third party, without prior notice and without that there is cancellation in the payment of any damages or compensation.

3.5. Although the E-Funding warn the non-admissibility of the contents referred to in 3.3. and 3.4 above, in case of any entrepreneur or financier achieve adduced inadmissible contents, liability for such content will be the sole responsibility of the same, with no liability of e-funding.



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§Receiving§ E-Funding disclaims any and all liability for such content, which may, however, upon complaint or accusation founded, block or remove any such content, applying the above in 3.4.

#### Website content

3.6. The E-Funding Website allows users to access and use this content for personal purposes only as well as authorizes create links to the Website, because those links give rise to the opening of a new browser window, through which connecting to the Website is indicated explicitly, avoiding thus the confusion between the Website and electronic sites users.

3.7. Reproduction, transfer, distribution or storage of contents, by users for any purpose other than strictly personal, including commercial, without the prior written consent of E-Funding and / or entrepreneurs, is expressly prohibited.

3.8. Is strictly prohibited any modification, copying, distribution, transmission, publication, licensing or creating new content, incorporating some or all the contents of the Website without prior written permission of E-Funding and, as regards the content of projects, without the prior written permission of Entrepreneurs.

3.9. Caveat is the possibility that the E-Funding, at any time and without notice, come to change, suspend or discontinue any content, including projects published on the Website, without this modification arises from any obligation to compensate any third party without prejudice to the repayment of amounts previously provided by Supporters of a proposed initiative discontinued by the E-Funding, if it concludes that there is any material breach given the current Terms and Conditions of Use.

#### INTELLECTUAL PROPERTY RIGHTS

4.1. All copyright and rights related to the Content of the Website are owned by or licensed to E-Funding.

4.2. The reproduction or representation of all or part of any company names, marks, or other distinctive signs reproduced on the Website, protected under the laws, including those applicable to industrial property, is strictly prohibited and shall be subject to prior written consent of E-Funding or the holder of the trade mark or other distinctive sign or trade name displayed on the Website.



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## REGISTRATION PRIOR USER

### personal data

5.1. As a condition of use of the features Create a Project and Project Support, users will be asked your prior registration on the Website, as well as the introduction of its identification data (username, email, password, and any additional information), through the functionality "Create user Account".

5.2. Failure to complete the required fields (marked accordingly) implies the invalidation of the registration required to access the above features. The omission or inaccuracy of the data supplied by users is your sole responsibility.

5.3. Prior registration of users on the Website as well as the use complies with the provisions of this Privacy Policy provided in the following paragraph, forcing herself to E-Funding to safeguard online privacy, the terms and conditions of that policy which is part of Conditions.

## LIABILITY

### Relationship with entrepreneurs and / or Financiers

6.1. The E-Funding, the owner and responsible for the management and maintenance of website quality work in all circumstances as a mere intermediary between financiers and entrepreneurs, not ensuring the success of projects supported and made available through the Website, or detaining any powers Entrepreneurs want to represent either the Lenders.

6.2. No liability can be imputed to E-Funding, as regards relations will be established between financiers and entrepreneurs, particularly for any damages or losses caused.

6.3. Entrepreneurs will be solely responsible for implementing the projects with as well as the fulfillment and delivery of their rewards, not guaranteeing in any way, the E-Funding success thereof.

§Receiving E-Funding aims only approximate ENTREPRENEURS, and FUNDING CHANNEL, through its online platform. The use of the platform does not create any employment relationship, bonding employer, association or society from any USERS (CHANNELS, FUNDING AND ENTREPRENEURS) and E-Funding, nor is commercial transaction or sale of products or services.



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## Payment Systems

6.4. All support the projects of the Website may be granted to developers through payment of third party systems, so the use of these systems requires knowledge and acceptance of the terms and conditions of those services, which may be available on their respective websites: PayPal , SolidTrust.

6.5. The granting of any support and / or your return will be subject to any fees charged by the existing payment partners, for which the E-Funding is entirely alien.

6.6. Under no circumstances can be relied upon to E-Funding for anomalies or malfunction of services or payment systems whose correct operation are the responsibility of third parties.

6.7. The E-Funding, as a mere intermediary between financiers and entrepreneurs and according to the rules of operation of the crowdfunding model defined by the entrepreneur, the E-Funding will the custody of investment financier, providing the balance in your account and project-funding or that it has allocated its support. The amount invested by the Lender, at any time will be subject to financial speculation and will find yourself always available for eventual delivery to the Lender in the designated bank account, so be communicated and confirmed by Funder own and E-Funding.

## Financiers and Entrepreneurs Project

6.8. Funders of the project are free to support any project in any amount. There is no minimum or maximum investment there. The origin and responsibility of the amount invested is the sole responsibility of Lender own.

6.9. Entrepreneurs project could support their own project, not to exceed a value of 50% of the funding requested. May do so on behalf of other investors who are not, are unable or unwilling to be recorded in the e-funding.eu, but for that purpose should identify the source supporter.

6.10. Entrepreneurs of a project for which funding is obtained or exceeded undertake to meet its obligations, including the duty to maintain current funders of the project and deliver within the stipulated time all promised rewards.

## Privacy Policy



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7.1. The E-Funding respects the right to privacy of the users of the Website and declares that meets all legal requirements applicable to the protection of personal data and privacy of these, namely the provisions of Law No. 67/98 of 26 October ("Data Protection Act").

#### User account

7.2. The E-Funding informs users that the personal data provided through the Website, including through the registration functionality "Create user account", will be processed by computer and constitute a computerized file of personal data owned by E-Funding, finding If this treatment duly legalized data from the National Commission for Data Protection.

7.3 The personal information collected by E-Funding through the Website will be used for the purpose of establishing a register of authorized users of the Website, as well as for the management of the relationship with E-Funding Entrepreneurs and Financiers, these data can be used for the disclosure of the activities developed by E Funding, developers and business partners, in accordance with applicable law.

7.4 All users of the Website who wish to register to access the functionality Create user account must represent and warrant, by completing the respective fields:

- a) They have read, understood and agree in full to this privacy policy, expressly consenting to the computer processing of their personal data by E-Funding, for the aforesaid purposes, consenting to assignment thereof to the Promoters for the purpose of providing support to their projects and allocation of their rewards;
- b) expressly recognize that any electronic site is vulnerable to intrusions by unauthorized third parties; that the information circulating on the Internet are not protected from any viruses and that anyone is capable of creating a connection with access to the Website and / or elements therein, accepting the risks inherent in running;
- c) accepted the risks inherent in its business as a netizen, including the risk of possible data transfer open.

7.5. The registration area of functionality Create user account has a space reserved for the express manifestation of the will of users who wish to receive information about the activities of E-Funding, the supported or supporting projects.

7.6. Any user can access, free of charge and at any time, to personal data, by itself, made available to E-Funding and exercise their rights of rectification,



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cancellation or modification of that data through the Website or upon written request addressed to the provedor@e-funding.eu email address

7.7. The transmission of personal information by children under 18 years should be made with the prior consent of their legal representatives who may exercise the rights mentioned in the preceding paragraph.

7.8. The E-Funding use its best efforts to ensure and maintain in operation all the technical means at its disposal to prevent the loss, misuse, alteration, unauthorized access and misappropriation of personal data provided to it by users without prejudice to the fallibility of the internet security measures.

7.9. The E-Funding shall not be liable for damages suffered by users or not and caused by third parties through unlawful access to data transmitted by those users through the Website.

#### Cookies

7.10. Without prejudice to the information and data collected through the functionality Create User Account E-Funding will additionally collect anonymous information through the Website, including information on the type of browser used, operating system and date and time you access the website , using for both control technologies (cookies) to gather this information is to include, in the number of unique users per day, number of recurring users of the Website, URL and number of pages visited by each user, and other information relating to Website navigation for statistical purposes.

7.11. The anonymous information collected by and under-funding set out above is intended solely to process to help improve the content and operation of the Website, and no way to collect any personal data of users, beyond those that are provided by these free and informed consent in accordance with the E-Funding Privacy Policy.

7.12. The E-Funding may, at any time and without notice, amend this privacy policy, particularly in view of the need for its adaptation to possible legislative changes or recommendations of the National Commission for Data Protection.

#### FINAL PROVISIONS

8.1. If any provision of these Terms is declared void, ineffective, or may be canceled, it shall not affect the validity or enforceability of the remaining clauses, which remain fully in force.

8.2. The all matters governed by these conditions Portuguese law is applicable, and in case of dispute deriving from the interpretation or application thereof, shall be competent to settle it the Court of the District of Leiria, with express renounce to any other.