

# Terms & conditions

## Soil Heroes Foundation

### Currency

All payments are in EUR€ Currency.

### Disclaimer of Warranties and Limitation of Liability

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### Applicable Law

These Terms & Conditions shall be exclusively governed by Dutch law. By visiting [soilheroesfoundation.com](http://soilheroesfoundation.com), you agree that the laws of the Netherlands, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and SHF. All disputes arising in connection with these Terms of Use, including disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Amsterdam.

### Site Policies, Modification, And Severability

We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. Please review our policies and these Conditions of Use periodically for changes. If we make material changes to these, we will put a notice on our homepage. Your continued use of our site or the Site Content and Services one you have been notified of the changes to our policies and Conditions of Use constitutes your deemed acceptance of those changes. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### How to contact us:

Email: [info@soilheroes.com](mailto:info@soilheroes.com)

Postal Address: Witte Singel 16, 2311 BG Leiden, The Netherlands

## Do we collect any personal information?

The only personal information collected is that which you disclose to SHF in communications with us or through signing in to receive our newsletter. This information will not be used for any other purpose other than to continue communication between both parties and/or distribute the SHF newsletter.

## How do I unsubscribe from the newsletter?

The footer of your newsletter contains a link to unsubscribe from our database.

## What can you do if you have a complaint?

If you are not happy in respect to how we have dealt with your personal information, you should firstly contact our office via email or express post your concerns. Then if you are still not satisfied you should contact the Dutch Data Protection Authority (Dutch DPA) – by phone on (+31) - (0)70 - 888 85 00 or [visit their website](#).

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## Charity Terms & Conditions

1) Stichting Soil Heroes Foundation (SHF) operates the [www.soilheroesfoundation.com](http://www.soilheroesfoundation.com) website, which is a service that allows people to make donations to SHF. The website includes a webpage for each project. The donation page allows visitors to make an online donation to their chosen project (specific donation) or to the organization (general donation). SHF is allowed to issue receipts for such donations.

### *Donation Page*

2) The project partners have provided SHF with content, including trademark(s) and logo(s), for use on the project webpages. The project partners must notify SHF for any required changes on the project webpages.

3) The project partners grant SHF a non-exclusive, royalty-free license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, edit, adapt, modify and otherwise use the content displayed on the project webpages. Pursuant to the license under this clause 3, SHF may edit, adapt or modify the content with the consent of the project partner, such consent not to be unreasonably withheld.

4) As soon as reasonably practicable after receiving the content or notice of changes to the content, SHF will host (or update, as applicable) a webpage on the website associated with the project that displays the content. Visitors to the Donation Page will be able to make online donations to this specific project if funding is still needed.

### *Miscellaneous*

5) SHF will ensure that all transaction and credit card information entering the system is encrypted using an Extended Validation Certificate, with up to 256-bit SSL encryption. SHF will ensure that credit card transactions are authorized in partnership with Cardgate and that no cardholder information will ever be passed unencrypted in a web browser to SHF or from SHF to Cardgate. SHF will ensure that no payment information is stored on [www.soilheroesfoundation.com](http://www.soilheroesfoundation.com) and will not store any 3-digit credit card security codes, such as CSC, CVV or CVC codes. SHF will further ensure that any credit card information sent to banks and any return authorization message is secure. While SHF will take all reasonable steps to protect information provided by the donor, SHF does not warrant that: \* (i) the SHF online donation service will be uninterrupted or error free; or \* (ii) the SHF online donation service will be free from external intruders (hackers) or other persons having access to the services or systems of SHF without the consent of SHF.

6) SHF has no obligations or duties except those expressly set out in this Agreement and those imposed on it by any law that cannot be excluded.

7) This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

8) SHF may assign or transfer any of its rights or obligations under this Agreement. SHF may sub-contract or otherwise arrange for another person or party to perform any part of this Agreement or to discharge any of the obligations under any part of this Agreement.

9) This Agreement is governed by the law of the Netherlands. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.