

Terms and Conditions

1 Definitions and application

1.1 In these General Terms and Conditions we understand by

Account: A profile of a participant that is created through the registration process and that provides access to the restricted areas of the Platform.

Content: All textual, visual and/or audio content of the website, including, but not limited to, images and videos with or without sound such as musical works, and other information.

CFI Euro SL: Registered in Spain at the Trade Chamber of Commerce under number 16071323. Tax number B57971236.

Participant (s)/Donator(s): Any person or association that through registration creates an account and donates to (a) Crowdfunding project(s).

Crowdfunding: Donations to Crowdfunding Projects through the Platform by Participants.

Crowdfunding Project (s): The description of the project provided by the Project Manager on the Platform.

Fee: The amount paid to CFI Euro SL for the provision of the Platform.

Project Managers: Any person or association that creates an account through registration and pays the then current fee to place a Crowdfunding Project.

Licence: The right of participants as defined in Article 2.

Sublicence fee: The amount for renewing your Sublicence for participation on the CFI Starway System, due every six (6) months.

Registration or registering: The act by which participants agree to donate a specified amount of money for the realisation of one or more Crowdfunding Projects.

Parties: CFI Euro SL and participants jointly.

Platform: The online platform operated by CFI Euro SL consisting of restricted and public sections where Project Managers can present Crowdfunding Projects and (potential) participants can become acquainted with and be able to register.

Project Managers: Participants who place Crowdfunding Projects on the Platform.

Registration: The action on the website whereby the Participant provides the required information, as stated on the website, to CFI Euro SL, before access to the restricted area of the Platform is obtained.

Starway: Crowdfunding method that supports Crowdfunding Projects based on donations.

Wallet: A secure exchange account which tracks and contains the donations that benefit each Crowdfunding Project.

Website: The www.cfi-universal.com website owned and supported by CFI Holding BV. This site represents the landing page for the services provided by CFI Euro SL. It is also where participants gain secure access to the restricted section of the Platform.

1.2 Any person of legal age in their country of residence may register on the Platform as a Participant or as a Project Manager. A Participant pays a Fee and donates to a Crowdfunding Project. Thereafter, the Participant is given the opportunity to create a Crowdfunding Project him/herself, to which other Participants can donate. Project Managers pay only a Fee after registration and can subsequently create a Crowdfunding Project for which they must find donors themselves. The participant then pays the Sublicence Fee every six (6) months.

References to Participants further in this agreement also refer to Project Managers.

1.3 These Terms and Conditions shall apply to the Terms of Use and any (other) use of the Website and the Platform by the Participant, and to all related products, software and/or services to be provided by CFI Euro SL to Participants.

1.4 By accessing, using and/or registering on the Website and/or the Platform, the Participant explicitly accepts these Terms and Conditions as well as our Code of Conduct and SPAM Policy.

1.5 Legal entities are not permitted to participate in the Crowdfunding International Universal platform. Only donations of individuals, charities and/or associations can be made and received. Received donations can be then used for business purposes in agreement with the tax office or your financial advisor.

2 Terms of use of the Platform

2.1 After registration and based on the terms as further set out in these Terms & Conditions, CFI Euro SL grants Participant access to the Platform and the Participant is entitled to view and to proceed with Crowdfunding and/or placing Crowdfunding Projects on the restricted section of the Platform (the Licence).

2.2 The Licence covers only the rights expressly granted in these Terms and Conditions, which is also the purpose and intended use of the platform.

2.3 The Participants are not permitted, unless they have expressly requested and been granted written permission from CFI Euro SL, to issue or transfer the Licence – in whatever form - or make the platform available to any third party and/or to integrate it into another product - in whatever form.

2.4 Notwithstanding the remaining provisions of these Terms and Conditions, the participant is only allowed to gain access to the platform in the appropriate manner set out by CFI Euro SL.

2.5 CFI Euro SL retains the right to update, change or enhance the functionality of the platform at its sole discretion.

3 Account

3.1 An account must be created by the participant and accepted by CFI Euro SL prior to a Participant and/or Project Manager obtaining the Licence and using the services of CFI Euro SL.

3.2 When creating an Account, the Participant is obliged to fill in the information completely and correctly and not provide misleading information.

3.3 An account can be created by any person who is of legal age in their country of residence. Persons under 18 years of age may only create an account that is activated by his or her legal representative.

3.4 Participant will handle his account with proper care, keep his password safe, secure and secret. Participant will take all reasonable measures to prevent misuse of the account. If a participant discovers that someone else is using his account, or that security has been compromised, Participant must notify CFI Euro SL immediately by e-mail to info@cfi-universal.com

3.5 Participant is responsible (both to CFI Euro SL as well as to others) for all activities conducted through his account.

3.6 Participant acknowledges that entering the password and other account information should be equated with placing an electronic signature, and that messages sent from his/her account are considered to be signed by the Participant.

4 General rules for use of the Website and the Platform

4.1 Distribution, copy and/or re-use etc. of all or parts of the Website and/or the Platform are only permitted after prior written consent of CFI Euro SL (this includes Social media).

4.2 Participants may only access the content of the web site via commonly available web browsers and/or any other means which CFI Euro SL may expressly designate for this purpose.

4.3 Participant is not permitted to collect or otherwise process personal data of users (Project Managers, Participants or others) of the Website and/or the Platform (such as account information and user names) via the website. Data may be collected through direct contact or otherwise with the consent of the person(s).

4.4 CFI Euro SL grants the operators of public search engines permission to use spiders to copy materials from the website and the Platform for the sole purpose of creating publicly available searchable indexes of the materials, but not caches or archives of such material. CFI Euro SL reserves the right to revoke these exceptions either generally or in specific cases.

4.5 CFI Euro SL prohibits the co-marketing or co-branding of any other business, product or service with the CFI Platform, unless expressly agreed to by CFI Euro SL.

4.5 CFI Euro SL reserves the right to take legal action in the event of a breach of paragraph

4.1 to 4.5 (after written notice and the expiration of the notice date within a specified reasonable period).

5. Management and disbursement of funds

5.1 Funds donated to Crowdfunding Projects are deposited in the account of CFI Euro SL with number ES76 2100 3017 0922 0092 5552.

5.2 All funds available are immediately withdrawable, (Starway level 1.3). The funds can be made available via withdrawal onto the Debit Card.

5.3 CFI Euro SL is entitled to decline payment to participants who are unable to provide verification of registration.

6 Liabilities of CFI Euro SL

6.1 CFI Euro SL will maintain and operate the Platform on a best efforts basis to industry standards. CFI Euro SL does not guarantee results, unless the contrary was expressly agreed to in writing and the agreed outcome has been described clearly and unambiguously.

6.2 CFI Euro SL keeps the platform and the Website maintained and available. In the event of a Platform shutdown, CFI Euro SL is required to pay out all legitimate funds immediately. The platform will remain available online for 2 years without any functionality.

7 Liabilities of Participant

7.1 Participant is obliged, before proceeding to Crowdfunding, to be well aware and comply with all of the Terms and Conditions.

7.2 Participant is obliged to comply with the terms arising out of these Terms and Conditions, and is obliged to refrain from any action which can or may harm the interests of CFI Euro SL.

7.3 CFI Euro SL is entitled to refuse full or partial access to the Platform to any Participant if, in the sole opinion of CFI Euro SL, the Participant's actions are contrary to these Terms & Conditions and or are detrimental to CFI Euro SL.

8 Participant Account, duration, termination and the consequences of termination

8.1a The Participant's Account is created by Registering and upon acceptance of these Terms and Conditions. Use of the Participant's account is terminated by completing the Crowdfunding Project or by closing it via the Platform.

8.1b When a Participant creates an account and completes a payment, he/she can donate immediately to a Crowdfunding Project chosen by the Participant. Before the Participant can place a Crowdfunding Project, he/she must make a donation to another Crowdfunding Project for € 75,- ("seventy five euros") of which € 25,- (the Fees) are received by CFI Euro SL. A donation to a Crowdfunding Project and the payment of the Fee is not reclaimable by the donator i.e. non-reversible.

8.1c. A Sublicence fee for participation in our Starway System is due to CFI every six (6) months.

The fee can be paid either via the e-wallet or by another payment method available in the relevant country of the Participant. Unless given explicit permission to withdraw this amount from the Participant's e-wallet during the registration process, a reminder email will be send to the Participant four (4) weeks before the Sublicence will elapse.

If no payment is received by the end-of-Sublicence date, the participant is granted another 14 days to make the payment. Failure to pay the Sublicence fee by the end of this extension period will result in the irreversible termination of the account from the Starway. As of the termination date of the account from the Starway, the Participant is still eligible to receive open donations for his/her project, but is permanently excluded from the Starway System and can no longer benefit from it.

8.2 The use of the Account by the Participant may be terminated without notice:

- a. by either party if the other party is declared bankrupt or, temporarily or otherwise, is subject to a suspension of payments or, in the case of dissolution of the other party or termination of its activities;
- b. by either party if the other party fails to comply with one or several of its obligations under the Terms & Conditions and this failure to comply has exceeded the reasonable period specified in the written notice;
- c. by CFI Euro SL in the event of a breach by the Participant of its obligations under these Terms and Conditions;

8.3 Termination under article 8 shall not affect obligations which by their nature continue automatically, including the provisions relating to intellectual property rights, confidentiality, applicable law and dispute resolution.

8.4 In the event of termination of the Licence, CFI Euro SL has no obligation to pay any compensation or payment.

9 Liability and Indemnification

9.1 Participant acknowledges that CFI Euro SL does not warrant uninterrupted or error free operation of the platform or associated support services. No guarantee of absence of errors or omissions can be given. CFI Euro SL, its employees and the authors or editors will not be liable for any errors or omissions or the use by a Participant in any way.

9.2 CFI Euro SL will operate the platform on a best efforts basis. CFI Euro SL will not be held liable for damages due to the unavailability of the Platform or any part thereof; the Website or any part thereof or deficiencies in communication therewith.

9.3 CFI Euro SL accepts no responsibility or liability for failure to store or delete any Content placed by the Participant on the Website or Platform.

9.4 CFI Euro SL is not responsible for the content of websites of third parties or other information referred to by hyperlinks or otherwise or which in turn refer to the Website or Platform.

9.5 The total liability of CFI Euro SL for attributable failure to comply with these Terms and Conditions, tort or any other reason is at all times limited to direct damages up to a maximum of € 50, -. The liability of CFI Euro SL for indirect damages, which in any case includes consequential damages, lost profits, lost savings, loss of goodwill, loss due to business interruption, loss resulting from claims by customers of Participant, mutilation or loss of data and all forms of damage other than those mentioned in the preceding paragraphs of this article, for whatever reason, is excluded.

9.6 The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage is the result of intent or deliberate recklessness of CFI Euro SL or its managers.

9.7 The condition for the existence of any right to compensation is always the obligation of the Participant to report the damage in writing to CFI Euro SL as soon as possible after it occurs. Any claim for damages against CFI Euro SL lapses after a period of one month after the occurrence of the claim.

Additionally, no entitlement to damages exists in any case if the cause of the damage was: a. non-compliance with the provisions provided to the Participant by or in the name of

CFI Euro SL;

- b. mutilation or loss of data;
- c. malfunction of voltage, telecommunication or network services, or
- d. otherwise caused by reasons not attributable to CFI Euro SL.

9.8 Participant indemnifies CFI Euro SL in all cases stemming from claims of Project Managers and third parties that result from the use of the platform, and from messages exchanged and transactions entered through the Platform by Project Managers and/or other Participants.

10 Information, privacy and personal data

10.1 CFI Euro SL and Participants are required to keep confidential all the information concerning the operation or organization of the Project Managers that come to their knowledge as part of their implementation of this agreement, as well as any confidential information or information that should reasonably be assumed as confidential, and may not use it for personal gain and or make it available to any third party, unless the latter is required for the proper execution of these Terms and Conditions.

10.2 CFI Euro SL will only use personal information provided by the Participant to the extent necessary for the execution of its services as agreed in these Terms and Conditions. The personal details that CFI Euro SL requires for the purpose of identification of Participant and/or its representatives shall only be used by CFI Euro SL to establish the identity of the supplying person or organization.

10.3 CFI Euro SL provides appropriate organisational and security measures of personal data, provided that, with regard to the enrolment, account and transaction information, measures are aimed at exclusively making data accessible in cases where a necessity exists under law or out these Terms and Conditions.

10.4 Regarding usage and transaction data and (other) data that is provided to CFI Euro SL, the Participant grants further explicit permission to CFI Euro SL to use that data for service or the use or operation of the other Platform related messages or to notify Participant via e-mail or otherwise, about the products and services of CFI Euro SL. Furthermore CFI Euro SL

will provide the personal information of Participant to third parties where required and as far as CFI Euro SL is required to do so by law or court order.

11 Details of Content and Intellectual Property

11.1 CFI Euro SL accepts no responsibility for details of the Content and/or views and beliefs therein and therefore accepts no liability for the Content placed. Submissions may in no case violate the (intellectual property) rights of another, or otherwise be unlawful and/or punishable towards third parties. CFI Euro SL does not monitor Content prior to placement. Participant understands and agrees that only Participant is responsible for the content posted by or on behalf and for the consequences of posting or publishing it.

11.2 Intellectual Property Rights of Project Manager and/or its licensors regarding the Content of Crowdfunding Projects

Unless otherwise stated, the Participant receives only the right to view download and/or print this information with the goal of considering the provision in the Crowdfunding, and shall not be allowed any other use (except as pursuant to a statutory exception) without the prior written consent of the Project Managers who posted the information.

11.3 The Participants are not allowed to remove or change any indication referring to confidential information, references to copyrights, trademarks, trade names or other laws of intellectual or industrial property of CFI Euro SL.

12 General Provisions

12.1 Despite the utmost care taken for the Website, CFI Euro SL cannot guarantee any accuracy of the information on the Website and/or the service and its suitability for a particular purpose.

12.2 CFI Euro SL has the right to change these Terms and Conditions. CFI Euro SL will in this case make a new version of these Terms and Conditions available on the Website. The most current version of these Terms and Conditions available on the web site will always be in force.

12.3 If any provision of these Terms and Conditions is invalid or unenforceable, the remaining provisions of these Terms will remain in full force.

12.4 CFI Euro SL is entitled to transfer its legal relationship with the Participant to a third party under total or partial transfer of its business to a third party.

12.5 The legal relationship between Participant with CFI Euro SL and this agreement is governed by Dutch law. Any dispute arising from this agreement will be submitted exclusively to the court in Maastricht, unless by mandatory law a different court has jurisdiction.