# Terms and conditions donation

#### **Terms and Conditions**

You donate to the receiving party below:

Foundation Marypages, with its registered office in Didam at Zonnebloemstraat 20, (postal code: 6942 WX), registered in the trade register of the Chamber of Commerce Flevoland, under number: 39100629, Phone: +31642891195, Email: info@marypages .com, hereinafter referred to as: Marypages.

Working hours: Monday to Friday from 9:00 am to 5:00 pm. Closed on Saturdays and Sundays and closed on public holidays.

Marypages is classified as a Public Benefit Organization (ANBI)

### Article 1. Definitions (alphabetical)

- 1. Cooling-off period: a period during which the giving party can withdraw from the agreement
- 2. Donation: a sum of money donated to Marypages by the donating party
- 3. Donation form: means to make a donation to Marypages online
- 4. Giving party: the natural or legal person who makes a donation to Marypages via an electronic authorization, via the website of Marypages
- 5. Statutes: The purpose of the foundation Marypages is: to maintain and expand the Internet homepage "Marypages" to promote the Roman Catholic faith, with the emphasis on Maria devotion. Remaining acquisitions and benefits will benefit good causes on a Roman Catholic basis.
- 6. Online donation: giving money by means of an electronic authorization via the website of Marypages to Marypages
- 7. Receiving party: the legal entity Marypages that receives a donation on the basis of the agreement that is used for the implementation of the articles of association
- 8. Agreement: the distance contract between the receiving party and the issuing party
- 9. Distance contract: an agreement whereby, within the framework of a donation system organized by the Receiving Party until the conclusion of the agreement, only one or more means of distance communication is used

#### Article 2. Applicability

- 1. These Terms and Conditions apply to every online donation to Marypages
- 2. The donating party agrees to these General Terms and Conditions by donating online
- 3. Marypages reserves the right to change the Terms and Conditions in the interim

## Article 3. Rights of the receiving party, Marypages

- 1. Online donations fully benefit Marypages
- 2. Marypages is completely free to devote these online donations to its statutes
- 3. The ownership of the donated amount transfers to Marypages after the donated amount has been credited to Marypages bank account
- 4. Liability: Marypages accepts no liability for damage on the part of the giving party as a result of the donation made by the donating party. The giving party indemnifies Marypages against all third-party claims for damages suffered by those third parties as a result of Marypages donating the donating party

# Article 4 Rights-giving party

1. The Giving Party has a Cooling-off period for Online Donations via a Donation Form of eight (8) working days. During this period, the Agreement can be dissolved in writing by the giving party by sending an email to info@Marypages.com

#### Article 5. Duties Marypages

- 1. Marypages undertakes to spend the amounts received in accordance with the articles of association
- 2. Marypages takes appropriate technical and organizational measures to secure the communication, personal data, the electronic transfer of data and online donations and ensures a secure web environment. This is a best effort obligation. Marypages accepts no liability under this obligation
- 3. All persons who are authorized to take note of the personal data on behalf of Marypages are obliged to keep these data confidential

### Article 6. Duty-giving party

- 1. To sign an agreement with the receiving party, the donating party must be at least 18 years old. By entering into an agreement, the giving party declares that it complies with this age limit
- 2. Giving party that is under 18 years old can only make an online donation and online payment in the presence of and with the approval of a parent or guardian
- 3. The giving party provides its correct identity data
- 4. The donating party will only make donations with resources that he / she may dispose of and over which he / she has control
- 5. Marypages will report to the police if the donating party makes donations under false name or identity or with resources that he / she is not allowed to use and about which he / she has no control
- 6. The giving party ensures that a partner, in the sense of article 88, book 1 of the Dutch Civil Code (www.wetboek-online.nl) has given his / her permission for the donation, if this is to be considered as unusual and / or excessive

## Article 7. Processing personal data

- 1. Marypages will process the personal data provided by the donating party to Marypages in accordance with all (legal) regulations concerning the data to be processed, including in particular the provisions laid down by or pursuant to the Personal Data Protection Act
- 2. These personal data are processed by Marypages for the purpose of entering into donations, for the acceptance and settlement of other beneficiaries, for carrying out marketing activities, as well as for compliance with legal obligations
- 3. The giving party has the right not to be included for further marketing activities by sending an email to info@marypages.com
- 4. The giving party has the right to check whether the data registered by Marypages are correct, the right to correction, if the data prove to be incorrect, and the right to delete the recorded data. Marypages has the right to request the identification of the giving party in this context

#### Article 8. Cookies

1. Marypages does not use cookies on her website, also not on the part where the donations are treated

#### Article 9. Final provisions

- 1. The disclaimer and the privacy statement that Marypages applies are fully applicable
- 2. The Amsterdam District Court has exclusive jurisdiction to rule on all disputes that arise between Marypages and another party. With regard to disputes that fall within the competence of the cantonal sector, the cantonal court of the Amsterdam District Court is also exclusively competent. Disputes in this context also mean those disputes that are only experienced or regarded as a dispute by one of the parties
- 3. The parties declare that Dutch law is applicable