

# HEROES Privacy Policy

## Privacy Policy

At heroe5, we believe that contributing to a cause should be a fast, simple & non-intrusive experience.

We are transparent and authentic and the whole experience has been thought and designed for you to quickly impact the world from wherever you are.

We deeply care about your time: that is why we do not ask for sign up or log in order to use our website;

We deeply care about your personal information: We do not collect, access, store or process any credit card information. We use stripe.com, one of the leaders and most secure online payment providers.

Please read this important information below and feel free to contact us should you have feedback, questions or just want to say hi!

### 1. General

“Kanopy SA”; (Chemin Frank Thomas 26T, 1207 Geneva, Switzerland) (hereinafter referred to as the “Company”;) is the operator of the website “www.heroe5.org”; and the application “heroe5”; (hereinafter referred to together as the “Website”;) and provides the services offered by this Website and this application. For this reason, our Company is responsible for the collection, processing and use of your data and ensures that its actions comply with Swiss law. The protection of your personal data is of particular importance to our Company. Hereby, we inform you of the data that will be collected on the Website and the use that will be made of it. You will also learn how to ensure the accuracy of this information and how to request the deletion of your data. Please note that this Data Protection Statement may be subject to periodic changes. We therefore recommend that you regularly read this Data Protection Statement to ensure that you are always aware of the most recent version.

### 2. Collection, Use and Processing of Personal and Professional Data

When you visit the Website, certain data is automatically recorded for system administration, statistical, storage and security reasons.

These include, in particular:

- The name of your Internet service provider;
- The version of your browser software;
- The operating system of the computer with which you accessed the Website;
- The date;
- The time;
- The website from which you accessed the Website;
- The search terms you used to find the Website;
- The number of transactions you make on the Website and the details of these transactions;

- Your email address;
- Information relating to the payments and donations you make on the Website (origin, country, amounts, etc.). WE DO NOT COLLECT, ACCESS, STORE OR PROCESS ANY CREDIT CARD INFORMATION.

By registering as a user and entering your data on the Website, you agree that your data may be used in connection with the services offered and for administrative and internal use, as well as for storage purposes.

If you have opted in, your data may be used for advertising purposes or transmitted to third parties for advertising purposes. If you do not agree that your data may be used for advertising purposes, you may exclude it at any time by writing to us by e-mail at the following address: support@heroe5.org

Credit Card Information. When you use a credit card to make a donation, you are actually being redirected to our third party provider. stripe.com which will process personal data about you for this purpose, Stripe will provide some of its services from systems located within the United States or other countries outside of Switzerland and will implement appropriate safeguards mechanisms for such transfer.

WE DO NOT COLLECT, ACCESS, STORE OR PROCESS ANY CREDIT CARD OR OTHER PAYMENT SYSTEM INFORMATION.

### 3. Forwarding to third parties

Your data may be transmitted to our partners (third parties) if necessary for the processing of orders, in particular with the charities or NGOs for which the funds collected through the Website are collected. For certain campaigns, additional information regarding the purposes for which Heroe5 will share your data with charities or NGOs is available in the "About" section of the campaign. Your data may also be shared with the influencers with whom our company collaborates. If you have opted in, we may share your data with our partners to enable them to send you direct marketing communications, including via electronic means.

If we transfer your data to external providers, in particular for storage purposes (servers, clouds, etc. ), particularly in the USA, technical and organisational measures will be taken to ensure maximum protection of your data and we will implement appropriate safeguards. If you provide us with your personal or company data, we undertake not to use, process or transmit them beyond what is required by law or your consent. For this reason, we only transmit your data to external suppliers if it is necessary for order processing or storage purposes and if it meets the strict requirements of confidentiality and diligence. Beyond these cases, we only disclose your data to third parties in the event of legal obligations or injunctions from authorities or courts.

### 4. Right of access, Deletion and Correction

You can request information about the data we collect about you at any time (right of access). To do so, you must send us an information request accompanied by a document confirming your identity by E-Mail to the address indicated below.

You also have the possibility to request at any time the deletion or correction of your data. You also have the right to revoke your consent to the use or processing of your personal data at any time in the future. On these subjects, please write to us by E-Mail at the following address: support@heroe5.org

Recorded data that are no longer necessary to achieve the stated purpose will be deleted.

With regard to the deletion of data, it should be noted that we are subject to legal provisions that require that certain data be kept and that we are therefore required to comply with them. If you wish to delete data subject to this retention obligation, we will lock this data in our system and use it only in connection with the legal retention obligations. These data will be deleted after the end of the storage period in accordance with your request.

## 5. Data Security

We will keep your data secure and will therefore take all necessary measures to protect it from loss, misuse, abuse or other forms of access. Our employees and contractual partners with access to your data are subject to a contractual obligation of confidentiality and must comply with the legal provisions on data protection. In some cases, it will be necessary for us to forward your requests to our related companies. In these cases too, your data are treated strictly confidential.

## 6. Cookies

We use Cookies to facilitate the use of the Website.

“Cookies”; are small texts of information that come from your browser and are temporarily stored on your computer's hard drive. These cookies are necessary for the proper functioning of the Website. The information contained in Cookies improves your browsing experience on our site and promotes optimal user comfort.

Cookies are automatically accepted by most web browsers. You can avoid this by changing your browser settings. You can also delete all Cookies saved on your computer by deleting temporary internet files “additional options”; browser bar).

By disabling cookies, you may not be able to use all the features available on our site.

For more information, please consult our Cookie policy ([LINK](#))

## 7. Plug-Ins

### 7.1. Google Analytics

This website uses Google Analytics, a website analysis service provided by Google Inc.; (“Google”).

Google Analytics uses, in particular, “Cookies”; text files that are stored on the user's computer and which allow the analysis of the use of the website. The information generated by the cookies about the use of the website (type and version of browser, operating system used, URL reference of the website concerned, IP address or time of search on the server) will generally be transferred to Google's server in the USA and stored there. If anonymization has been activated on the website, the IP address will then be masked by Google in the Member States of the European Union and the European Free Trade Association (EFTA) that are part of the European Economic Area (EEA) Agreement.

The complete IP address will only be sent to a server in the United States and hidden from there in exceptional cases. Google will use this information to analyse your use of the website, to compile reports on website activity and to provide other services related to website and

internet usage. Google will transfer this information to third parties in accordance with legal requirements or if third parties process the information on Google's behalf. The IP address provided by your browser as part of Google Analytics is not combined with other Google data.

You can prevent the installation of Cookies by setting the corresponding options in your search browser. We draw your attention to the fact that in this case, you may not be able to take full advantage of all the functions offered by this site. You can find more information about the website analysis service on the Google Analytics website. You will find the necessary instructions to prevent the processing of your data through website analysis here: <http://tools.google.com/dlpage/gaoptout?hl=de>

For more information, please consult our cookie policy (LINK)

## 8. Modifications

Any changes to this Data Protection Statement will be published on this site. This way, you can always be informed about the data recorded and how we collect and use it.

You can save or print data protection legislation here: <https://www.admin.ch/opc/fr/classified-compilation/19920153/index.html>

## 9. Contact

If you have any questions or comments, you can contact us at any time by e-mail at the following address: [info@heroe5.org](mailto:info@heroe5.org)

Our team will be happy to answer you!

Thank you for being who you are and taking the time to make this planet a better place!

The team

# HEROES Term of Use

## 1. Description of the Application and services provided

The "HEROE5"; Application and the "WWW.HEROE5.ORG"; Website (together referred to as "the Application";) offer to facilitate fundraising through social networks (including Instagram) for non-profit organizations (foundations, NGOs, charities, non profit organizations, and more ) in record time (about 5 to 10 seconds), in collaboration with "ambassadors" / "influencers";, providing them with greater visibility.

The Application therefore serves as an intermediary between these non-profit organisations on the one hand, and persons (natural or legal) wishing to make a donation to the causes concerned on the other hand. These organizations and donors together represent the Users (hereinafter: "the User"; or "the Users";) of the Application.

The Application is available on the Website: WWW.HEROE5.ORG or through a link that will be sent to Users, including through Instagram and other social media.

## 2. Scope of these General Terms and Conditions

These General Terms and Conditions of Use (hereinafter: "General Terms and Conditions";) are applicable to all services provided on the Application and to any User of the Application.

The Company "KANOPY SA"; (hereinafter: "the Company";) (IDE: CHE-398. 723. 655), located at Chemin Frank Thomas 26T, 1201 Geneva, Switzerland, owns and operates the Application.

By using the Application, the User acknowledges that he/she is bound by these Terms and Conditions, which he/she declares having read and understood.

When a User makes a donation to another User (Non-Profit, foundations, NGOs, etc. ) through the Application, he undertakes to read and accept the General Conditions and/or special contractual conditions of this second User as well as those of the payment companies "STRIPE"; (hereinafter: "the payment companies";) or PayPal hereinafter: "the payment companies";) by which the donations made are transferred. The Company (and the Application) cannot be held liable for contractual relationships between these two Users or between these Users and the payment company except in cases of wilful misconduct or gross negligence of the Company. The Application only acts as an intermediary between these two Users and this payment company.

In the event of disagreement with these General Terms and Conditions, the User undertakes to leave the Application and not to use the services it offers. The same applies to the General Terms and Conditions and services offered by other Users or the payment company as well as those of any third party partners.

The Company reserves the right, at its sole discretion, to modify these General Terms and Conditions at any time. It is the User's responsibility to consult them regularly in order to be informed of any changes. The Conditions applicable at the time of the User's donation shall apply, unless the User has expressly agreed in writing to other provisions.

By donating to a campaign, you are allowing the organizations to contact you directly, thanking you for the donation and offering you the option to receive further information and newsletters.

## 3. Conclusion of the donation contract

Subject to article 10 below or in the event of any refund to you should the donation be not accepted, the conclusion of the donation contract occurs at the moment when the User transfers the sums relating to his donation (through the payment company) through the use of the Application.

## 4. Prices and commission

The use of the Application is free of charge.

When the User transfers a sum of money as a donation to another User (foundation, NGO etc. ), a percentage of the amount of the donation CAN be transferred to the Company operating the Application (for marketing, content creation, software usage etc. ) upon agreement and fees are applied to cover the payment company (Stripe & Paypal).

The Company reserves the right to change its prices and commission rate at any time. Unless otherwise agreed, all prices are quoted in United States Dollars (USD) outside Europe, and in Euro (Eur) in Europe.

The prices quoted are exclusive of tax. Additional amounts may therefore be added to the prices indicated, in particular the additional amounts relating to value added tax (VAT), where the latter applies.

## 5. Payment

The Company offers the User the following payment options: payment by credit card, Paypal, Apple Pay and Google Pay.

The amount relating to the donation must be paid in full by the User as soon as the donation contract is concluded. The donation is irrevocable and may not be reclaimed by the User for any reason whatsoever.

## 6. Minimum age

To be able to use the Application, the User certifies that he/she is 16 (sixteen) years of age or older.

## 7. Obligations and legal status of the User, the Company and the Application

### 7.1. Status of the Company and the Application

The User is aware that the Application and the Company only act as an intermediary between the Users (donors and foundations/NGOs) and the payment company. Users act and conclude between themselves in a manner completely independent of the Application and the Company. In particular, the Application and the Company are not responsible for the use of funds collected and transferred to Users (foundations, NGOs, etc. ), who are solely responsible for these points. Similarly, the Company and the Application are not liable for the transfer of the amount of the donation, which is the sole responsibility of the payment company.

### 7.2. Obligations of the User

The User is required to take all necessary measures as soon as possible so that the Company can provide its services. The User must take all such measures at the place, time and in the manner agreed. Depending on the circumstances, the User will also be required to provide all necessary information and documents to the Company.

The User expressly undertakes:

- To write only truthful information on the Application;
- To use the Application for strictly personal use;
- To keep as confidential and not to transfer their passwords and account information to third parties in order to avoid any undue access;
- Not to reproduce, temporarily and/or permanently, all or part of the elements available on the Application, whether the content and/or functionalities, whatever the purpose or the method of distribution;

- Not to use programs or other systems that may cause disturbances to the Application and that may disrupt its use;
- Not to sell, rent, sub-license or distribute in any way the content of the Application to third parties.
- To agree that the donation shall solely benefit the foundation/NGO and shall in no way benefit the User (donor), whether directly or indirectly (save for any potential tax exemption) and that the donation is made without any expectation of any kind in respect of benefits, services, advice, influence or other type of contribution from the foundation/NGO towards the User (donor) or its direct or indirect interests;
- To warrant that that the amounts donated do not stem from any illegal activity or undertaking that would otherwise breach any applicable regulations, in particular in relation to bribery, corruption, money laundering, tax or other good governance principles.

The User expressly accepts:

- To transmit some of your personal data in order to be able to use the Application and make a donation (surname, first name, e-mail address, private address, telephone number, IP address, credit card number, credit card expiry date, credit card CVC number etc). It should be noted that the Company does not keep any personal data except the User's e-mail address, but that the payment company and the User concerned (Foundation, NGO) may keep the data relating to the User-donor except that the User concerned will not keep any credit card details;

## 8. Availability of the Website and necessary material

To be able to use the Application, the User must be in possession of the following elements:

- A smartphone or computer to access the Application; and
- Internet access.

The Application is in principle accessible 24 hours a day, 7 days a week except in the event of maintenance, technical failures or in the event of force majeure. Maintenance interventions may be carried out without prior notice to the User.

The Company shall in no event be liable for any inability to access the Application, failure of services provided by third parties (e. g. User's or payment company's website, etc. ) or any damage for any reason whatsoever.

## 9. Obligations of the Company

### 9.1. Provision of services

Unless otherwise agreed, the Company fulfils its obligations by providing the agreed service according to the publications visible on the Application, i. e. generally by transferring the percentage of funds collected (cf. Ch. 4) to Users (foundations, NGOs etc).

Unless otherwise provided for, the place of performance shall be the Company's registered office.

### 9.2. Force Majeure

If the Company, its suppliers or mandated third parties are unable to perform within the prescribed time limits due to force majeure, for example in the event of a natural disaster, earthquake, volcanic eruption, avalanche, bad weather, storm, war, political or social unrest, civil war, revolution and insurrection, terrorism, sabotage, strike or nuclear accident or damage to nuclear reactors, then the Company is released from the obligation to perform its services during these cases of force majeure as well as for an appropriate period of time following the end of these events. If the force majeure lasts more than 30 (thirty) days, the Company is entitled to withdraw from the contract. The Company must then fully refund the sums already paid by the User.

Any other claims, in particular those relating to claims for damages resulting from force majeure, are excluded.

### 9.3. Auxiliaries

The Company expressly reserves the right to engage auxiliaries in order to perform its contractual obligations.

## 10. Cancellation of the donation contract

As soon as the donation has been made, this contract cannot be cancelled unless otherwise required by law (cf. art. 249-250 CO).

Any claims on this subject are to be addressed directly and exclusively to the User concerned (foundations, NGOs, etc. ), excluding any claims against the Company and the Application, which act only as intermediaries except in cases of wilful misconduct or gross negligence of the Company.

## 11. Guarantee

In view of the intermediation services offered by the Company, they are provided without any guarantee whatsoever. The Company is not in a position to promise any results and only puts the Users in contact with each other.

The User (donor) is asked to refer to the contractual conditions and any guarantees provided by the User (foundation, NGO, etc. ) with whom he has contracted as well as those of the payment company. The Company may under no circumstances be held liable for any defect resulting from the service agreed between the Users. The Company only acts as an intermediary between these Users.

## 12. Responsibility

The Company declines any responsibility in relation to the services it offers as well as those provided by its auxiliaries. This limitation of liability does not apply in the event of fraud or gross negligence. Any liability of the auxiliaries is excluded, to the extent permitted by law.

The User is aware that the Company cannot be held liable for the services provided by another User and that any claims should be directed directly against this third party to the exclusion of any liability of the Company. The Company only acts as an intermediary between the Users contracting between them. In particular, the Application and the Company are not responsible for the use of funds collected and transferred to Users (foundations, NGOs, etc. ), who are



solely responsible on this point. Similarly, the Company and the Application are not liable for the transfer of the amount of the donation, which is the sole responsibility of the payment company.

Any liability for indirect or consequential damage is also excluded.

The information provided by the Application is provided exclusively for information purposes and cannot in any way engage the Company's liability. The information may be modified or updated without notice. The Company cannot under any circumstances be held liable for any shortcomings and/or errors that may be contained in the Application. Users are solely responsible for the accuracy of the information they publish.

Both the User and the Company are required to immediately inform each other of any damage.

### 13. Intellectual property rights

The Company has all the rights to the services it offers.

Neither these General Terms and Conditions nor the individual agreements relating to them deal with the transfer of intellectual property rights, unless expressly provided for.

In addition, any re-use, publication or dissemination of information, images, texts or any other elements that the User receives in connection with these provisions are excluded, unless expressly authorised by the Company.

The User must ensure that he/she does not infringe any intellectual property rights when using content, images, texts or figurative elements, when using them in connection with the Application. All rights of reproduction and representation are reserved, including downloadable documents. All texts, graphics, icons, photographs, plans, logos, videos, sounds, trademarks, and more generally all the elements composing the Application may not be represented, reproduced, exploited or extracted, in whole or in part, on any medium whatsoever, without the Company's express prior authorization. The Company may accept that certain content may be shared if it expressly mentions its sources and that this sharing is carried out for non-commercial purposes.

### 14. Data protection and privacy

The Company must process and use the data collected at the time of conclusion of the contract in order to fulfil its contractual obligations. The Company takes all necessary measures to ensure data protection in accordance with legal provisions. The User agrees that his data may be recorded and used in accordance with the contract and is aware that the Company may communicate his data or that of third parties, including abroad (in particular in the USA), in particular for reasons of storage, transfer of payment or in the event of orders from a court or an authority. When the Company transfers personal data outside of Switzerland and/or the European Union, it shall ensure that appropriate safeguards are implemented with the data recipient prior to any international transfer. Aggregated data necessary for the performance of the service may be transferred to service partners mandated by the Company as well as to other third parties.

Data protection legislation applies.

### 15. Hypertext links

The Application may contain hypertext links to other websites (Instagram etc). The User visits these websites under his sole and entire responsibility.

The Company cannot under any circumstances be held liable for any damage resulting from the consultation of these sites or their content.

## 16. Completeness

These General Terms and Conditions replace any previous agreements or provisions. Only the provisions of individual contracts that specify these General Terms and Conditions take precedence over them.

## 17. Salvator Clause

The validity of these General Terms and Conditions shall not be affected if any of its provisions or annexes is or should be declared null and void. In this case, the invalid or void provision will be replaced by a valid provision that is close to the purpose of the invalid or void provision. The same applies in the event of a possible contractual gap.

## 18. Confidentiality

The User, the Company and their auxiliaries undertake to keep secret all information that has been exchanged or acquired in the course of the services performed.

The obligation of confidentiality continues even after the end of the contract.

## 19. Third parties, agents and distributors

The User accepts that any third parties, distributors or agents may work independently of the Company and that potential claims must therefore be made directly against them. The Company declines all responsibility in the event of contractual violations committed by potential third parties (e. g. another User) agents or distributors.

## 20. Applicable law; Court of jurisdiction

These General Terms and Conditions are subject to Swiss law.

In the event of a dispute, the User and the Company undertake to conduct a mediation procedure with a professional mediator. The purpose of this mediation procedure is to reach an amicable settlement in the interest of both parties, taking into account economic, legal, personal and social issues.

If no amicable solution can be found within three months following the submission of the request for mediation, the mediation procedure shall end.

In the event of failure of the mediation procedure, the courts located at the Company's registered office shall have jurisdiction to settle any dispute between the Company and the User, unless otherwise required by law.

The Company is free to bring legal action at the User's registered office/domicile.

This contract is an acknowledgement of debt within the meaning of Article 82 of the Federal Debt Enforcement and Bankruptcy Act (LP).

## 21. Tax deduction

Some campaigns might allow the user (donor) to receive a tax deduction receipt.

Tax deduction receipts are not systematic.

Shall there be a system in place to provide Tax deduction receipts to the user (donor), the process shall comply with the country's laws and regulations.

Shall there be a system in place to provide Tax deduction receipts to the user (donor) (i) the user (donor) should be informed about the possibility to receive a tax deduction receipt, (ii) the user (donor) accepts to provide "HEROE5" with the necessary information required by the country laws and regulations to obtain a tax deduction receipt and (iii) the user (donor) allows "HEROE5" to transfer the necessary information to the entity issuing the tax deduction receipt.

This tax deduction receipt shall be issued by the direct recipient of the donation. Should there be an intermediary third party receiving the donation in the name of the charity, NGO, non profit organization, the tax deduction receipt should be issued by this third party, in the name of the final recipient.

"HEROE5" bare no responsibility in issuing tax statements.

## 22. Contact Information

For any question or request for information, the User can send an email to the following E-Mail address: [support@heroe5.org](mailto:support@heroe5.org)

We will be happy to answer you!