

# Terms of Use

# Disclaimer

*The information contained herein is confidential and intended solely for SADAQAH and may contain information that is non-public, proprietary, privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or have received this document in error, you are hereby notified that any use, disclosure, dissemination, distribution, printing or copying of this communication is strictly prohibited unless by the prior consent of the sender.*

## DOCUMENT AUTHORIZATION

REVIEWED BY:

ENDORSED BY:

APPROVED BY:

## DOCUMENT CONTROL

DOCUMENT OWNER

DOCUMENT NUMBER

# Table of Contents

<b>1. INTRODUCTION</b>	<b>4</b>
1.1 EXTENSIVE TERMS AND CONDITIONS	4
1.2 REFERENCES	4
1.3 ELIGIBILITY	5
1.4 ACCOUNT REGISTRATION	5
1.5 INTELLECTUAL PROPERTY	6
1.6 USER ACCOUNT SPECIFIC CONTENT	6
1.7 LICENSING	7
<b>2. PROHIBITED USES</b>	<b>7</b>
2.1 CODE OF CONDUCT	7
2.2 NO ENDORSEMENT	8
2.3 DONATIONS / CONTRIBUTIONS	9
2.4 PAYMENTS AND FEES	9
2.5 REWARDS	10
2.6 TAXES AND FINANCIAL ADVICE	10
2.7 ACCOUNT SUSPENSIONS	10
2.8 LEGAL COMPLIANCE	10
<b>3. WARRANTIES AND DISCLAIMERS</b>	<b>11</b>
3.1 INDEMNIFICATION	11
3.2 THIRD PARTY SERVICE PROVIDERS	11
3.3 THIRD PARTY SERVICE FOR IDENTITY VERIFICATION	12
3.4 COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS CLAIM	12
3.5 MODIFICATION AND TERMINATION OF THE SERVICES	12
3.6 ARBITRATION AND CLASS ACTION WAIVER	13
3.7 CONTROLLING LAW AND SEVERABILITY	14
3.8 FEEDBACK	14
3.9 GENERAL TERMS	14
<b>4. FUNDRAISING REGULATOR</b>	<b>15</b>

Our terms and conditions outline what Sadaqah - Ummah Crowdfunding does for charities, not-for-profit entities, campaigners, fundraisers and donors. It also describes what Sadaqah - Ummah Crowdfunding requests and expects of our users. Sadaqah - Ummah Crowdfunding is available in a number of different countries and the core terms and conditions apply in all those locations.

**IMPORTANT NOTICE: THESE TERMS OF USE ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. IT MAY AFFECT YOUR LEGAL RIGHT AND YOU READ IT CAREFULLY.**

Thank you for visiting **Sadaqah - Ummah Crowdfunding**.

**Sadaqah - Ummah Crowdfunding** is an online crowdfunding and media communication platform that supports Muslims doing great work across the world. These Terms of Use ("Terms") govern your access to, use of, and participation in the services made available by Sadaqah - Ummah Crowdfunding Ltd. ("Sadaqah - Ummah Crowdfunding," "we," "our," or "us"), including our websites, products, tools, promotions, and any other services that reference these Terms (collectively, the "Services"). By accessing or otherwise using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

## 1. INTRODUCTION

**Sadaqah - Ummah Crowdfunding** provides and maintains a fundraising platform that processes donations from the general public. For providing this service and support, we retain a transaction fee of 5% of the donation. This 5% fee is for the use of the platform.

Your data, information and privacy is of utmost importance to use. Please have a look at our **Privacy Policy** for more details on how we protect all of this information.

If you create a campaign or fundraising page on Sadaqah - Ummah Crowdfunding, please remember the spirit of our work and our Islamic ethos and values; all campaigns must be compliant to Shariah guiding principles. Our **Shariah Compliance Policy** defines our guiding principles on how we operate and how we qualify campaigns. Each campaign is screened to ensure Shariah Compliance; is provided by Amanah Advisors as our Shariah-Compliance Advisory Partner.

We reserve the right to remove material or close pages down that may contain offensive or obscene text or images. You also need to ensure you have permission (if relevant) to create pages on behalf of a cause or charity / not-for-profit entity that you are representing and that any images or videos used on your page do not breach individual privacy (e.g. posting images of children without parental consent or knowledge) or copyright regulations.

### 1.1 Extensive Terms and Conditions

The name Sadaqah - Ummah Crowdfunding is registered with Companies House in United Kingdom and operates from its principal place of business at 160 Kemp House, City Road, London, EC1V 2NX, United Kingdom. Sadaqah - Ummah Crowdfunding operates at [www.sadaqah.io](http://www.sadaqah.io) and all related aspects and services are featured on that website.

You are strongly advised to read this terms of use that Sadaqah - Ummah Crowdfunding operates under and these terms may change or be updated on occasional basis. It is your responsibility to check the terms and conditions to ensure you are kept up to date with any latest changes to our terms.

### 1.2 References

All references in this term to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Services in any manner, along with each of your associated team members. If you use the Services on behalf of an entity (charity, not-for-profit, organization), you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

# 1. INTRODUCTION

## 1.2.1 Reference Terms Used

*"Campaign"* means a cause, a goal, or an event for which a campaigner or fundraiser seeks donations and contributions through the Services.

*"Campaigner / Fundraiser"* means an individual or organization who creates or manages a Campaign.

*"Donor / Contributor"* means an individual or organization who donates to a Campaign.

*"Members"* means Donor, Contributor, Campaigner, Fundraiser, and other users of the Services.

## 1.3 Eligibility

To use the Services you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, 13 years of age) and competent to agree to these Terms. If Sadaqah - Ummah Crowdfunding has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

### 1.3.1 Privacy Policy

Please review our **Privacy Policy**, for information and notices concerning our collection and use of your information. Certain areas of and/or products on the Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions or policies. If there is a conflict between these Services and the terms and conditions or policies posted for a specific area or product, the latter take precedence with respect to your use of that area or product.

Please note we do not share your personal information to any unauthorized third-party providers. We work with authorized KYC (know your customer) providers to validate the authenticity the identity of the Campaigner / Fundraiser as part of our screening process. This is governed through a data processing agreement and only the required data is shared to ensure compliance controls are met. Our platform is built on high level of integrity and security and therefore all data processed is as per data security controls.

### 1.3.1 Updates and Modification

We may, from time to time, modify these Terms. You are strongly advised to read this terms of use that Sadaqah - Ummah Crowdfunding operates under and these terms may change or be updated on occasional basis. It is your responsibility to check the terms and conditions to ensure you are kept up to date with any latest changes to our terms.

If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Services. The updated Terms will take effect after their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you, and except as provided in the Arbitration and Class Action Waiver section of these Terms.

**Your continued use of the Services after any such update constitutes your binding acceptance of such changes.**

## 1.4 Account Registration

**Sadaqah – Ummah Crowdfunding** allows you to create different profiles of user accounts depending on the Services that are required. The following highlight the profiles of user accounts and their purposes;

- Donor / Contributor – Sign-Up as an Individual Donor or Contributor
- Campaigner / Fundraiser
  - o Individual - Sign-Up as an Individual Campaigner
  - o Charities and Not-For-Profit- Sign-Up as a Charity or Not-For-Profit Entity
  - o Organization - Sign-Up as a Corporate
  - o Academic Institute - Sign-Up as a School, College, University

You may be required to create an account to use the Services. To use the Services an account will be required to be created; the only exception to that would be to make donation as a guest user. When creating and registering with Sadaqah - Ummah Crowdfunding, please ensure you select a secure password which will help protect your account. Our platform only accepts users to register with a strong password which must contain 8 characters, one uppercase, one lowercase, one number and one special case character.

When creating user account, you agree to provide us with accurate, complete, and current registration information about yourself. You are responsible for ensuring the confidentiality of your password. If you suspect or become aware of your account being used without your permission or has been compromised, you are advised to change your password in the first instance and to contact us to provide you with guidance. By registering, you agree that you are fully responsible for all activities that occur under your username and password. We may assume that any communications we receive under your account have been made by you. You are responsible for notifying us at [support@sadaqah.io](mailto:support@sadaqah.io) if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account.

## 1. INTRODUCTION

Sadaqah - Ummah Crowdfunding will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Sadaqah - Ummah Crowdfunding or a third party due to someone else using your account.

Only one user account is permitted to be created by an individual. You should not create multiple different accounts for the same person; this will violate in our Terms of use.

### 1.5 Intellectual Property

The Services are owned and operated by Sadaqah - Ummah Crowdfunding Ltd. and contain materials (including all software, design, text, informational text, photographs, illustrations, video, artwork and other infographic materials, and names, logos and services marks) which are derived in whole or in part from materials supplied by Sadaqah - Ummah Crowdfunding and its affiliated parties, as well as other sources, and is protected by United Kingdom copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws.

Sadaqah - Ummah Crowdfunding ([www.sadaqah.io](http://www.sadaqah.io)), the logo and anything bearing our branding are protected by United Kingdom copyright laws. As a result they must not be used without the permission of Sadaqah - Ummah Crowdfunding.

You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by Sadaqah - Ummah Crowdfunding and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Sadaqah - Ummah Crowdfunding and such others.

You agree to protect the proprietary rights of Sadaqah - Ummah Crowdfunding and all others having rights in the Services during and after the term of these Terms and to comply with all reasonable written requests made by Sadaqah - Ummah Crowdfunding or its suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services.

You agree to notify Sadaqah - Ummah Crowdfunding immediately upon becoming aware of any claim that the Services infringe upon any copyright, or other contractual, statutory, or common law rights.

All present and future rights in and to trade secrets, copyrights, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Services shall, as between you and Sadaqah - Ummah Crowdfunding, at all times be and remain the sole and exclusive property of Sadaqah - Ummah Crowdfunding.

Sadaqah - Ummah Crowdfunding reserves the right to suspend or cancel membership and edit or delete campaign or fundraising page that are in breach of our terms and conditions. Sadaqah - Ummah Crowdfunding may also close campaign or fundraising page or suspend memberships based on any reports of payment irregularity, fraud or misrepresentation set up by you on behalf of a cause or charity.

Any campaign or fundraising page set up on the Sadaqah - Ummah Crowdfunding platform are **not an indication of our endorsement or approval** of such causes as the platform is open to the public and campaign or fundraising page can be set up as long as they are not in breach of our rules and comply to our guiding Islamic principles of Shariah. You also reserve the right to terminate your account and usage of Sadaqah - Ummah Crowdfunding services at any time.

### 1.6 User Account Specific Content

#### 1.6.1 User Account Content

##### 1. User Account Content and Submissions

The Services may enable you to submit information, post, upload, or otherwise make available (collectively, "Post") content such as campaign information, photographs, videos, ideas, comments and other content (collectively, "User Account Content") that may be published to the world-wide-web.

##### 2. Our License to User Account Content

When you Post User Account Content on or through the Services, you grant Sadaqah - Ummah Crowdfunding a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licenseable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, sell, lease, transmit, disassemble, and publish such User Account Content or feedback, in whole or in part, in any format or medium now known or developed in the future, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. Notwithstanding the foregoing, our use of your personal data shall be governed by the **Sadaqah - Ummah Crowdfunding Privacy Policy**.

## 1. INTRODUCTION

### 3. User Account Content Representations

You acknowledge and agree that all User Account Content that you Post is your sole responsibility. You further agree that you have all required rights to Post such User Account Content without violation of any third-party rights. You understand that Sadaqah - Ummah Crowdfunding does not control, and is not responsible for, User Account Content, and that by using the Services, you may be exposed to User Account Content from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Account Content may contain typographical errors, other inadvertent errors or inaccuracies. You agree that you will indemnify, defend, and hold harmless Sadaqah - Ummah Crowdfunding for all claims resulting from User Account Content you Post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

### 4. User Account Content Review

You acknowledge and agree that Sadaqah - Ummah Crowdfunding and its designees may or may not, at our discretion, pre-screen User Account Content, its appearance on the Services to ensure its conformity, but that Sadaqah - Ummah Crowdfunding has no obligation to do so.

You further acknowledge and agree that Sadaqah - Ummah Crowdfunding reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit or remove any User Account Content that is contributed to the Services.

Without limiting the foregoing, Sadaqah - Ummah Crowdfunding and its designees shall have the right to remove any User Account Content that violates these Terms or is otherwise objectionable in Sadaqah - Ummah Crowdfunding's sole discretion. You acknowledge and agree that Sadaqah - Ummah Crowdfunding does not verify, adopt, ratify, or sanction User Account Content, and you agree that you must evaluate and bear all risks associated with your use of User Account Content or your reliance on the accuracy, completeness, or usefulness of User Account Content.

## 1.7 Licensing

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sub-licensable, non-transferable, and revocable right to access and use the Services only for your own use, and only in a manner that complies with all legal requirements that apply to you or your use of the Services. Sadaqah - Ummah Crowdfunding may revoke this license or access at any time, in its sole discretion.

## 2. PROHIBITED USES

### 2.1 Code of Conduct

Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not:

- 1) Post User Account Content by uploading anything racist, sexist, defamatory, inappropriate or anything likely to cause offence. Sadaqah - Ummah Crowdfunding reserves the right to remove such material and we may shut down campaign or fundraising pages or revoke membership on this basis;
- 2) Post User Account Content that is controversial, sectarian, or divisive in its nature;
- 3) Post User Account Content that supports violence or terrorism;
- 4) Post User Account Content / Comments that harasses, abuses, or threatens any other person, or that contains obscene content; is false, misleading, or inaccurate; degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or any other classification; is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy;
- 5) All images and videos on your campaign or fundraising page must be original or not in breach of copyright or you must have permission to use such material. All content uploaded on to a campaign or fundraising page with Sadaqah - Ummah Crowdfunding may be used for promotional and marketing activities upon your acceptance;
- 6) Copy, download, modify, distribute, post, transmit, display, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, or create derivative works from any content or other information contained on or obtained from or through the Services, by any means except as provided for in these Terms or expressly provided by Sadaqah - Ummah Crowdfunding;

## 2. PROHIBITED USES

- 7) Crawl, scrape, access, monitor, index, backlink, or copy any content or information on the Services by accessing the Services in an automated way, using any robots, spiders, scrapers, web crawlers, or any other method of access other than manually accessing the publicly available portions of the Services through a computer browser;
- 8) Violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
- 9) Post material that advocates illegal activity or discusses illegal activities with the intent to commit them;
- 10) Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, malware, ransomware, software lock, worm, self-destruction, dropper, malicious logic, trojan horse, backdoor, disabling, lock-out, or any malicious code);
- 11) Post or do anything that could disable, overburden, or impair the proper functionality of the Services;
- 12) Post material that impedes or otherwise prohibits communication or disrupts user discussion;
- 13) Post, utilize or otherwise make available any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark or other proprietary notice contained on the Services;
- 14) Post any trade secrets or other confidential information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements;
- 15) Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody;
- 16) Solicit personal or sensitive information from other users for purposes not permitted by these Terms;
- 17) By creating a campaign or fundraising page with Sadaqah - Ummah Crowdfunding, your page must be genuine with the intention of receiving donations to help the cause or charity as described;
- 18) Your identity as set out on your profile or campaign or fundraising page must be genuine and accurate. Any information on individuals you may be raising funds for, must be appropriate and not in breach of their personal privacy. They must also be represented fairly and have a genuine need as set out in your campaign or fundraising page;
- 19) Send spam or other advertisements or solicitations, surveys, contents, pyramid schemes, promote commercial entities, or otherwise engage in commercial activity on or through the Services;

- 20) Frame, inline hyper-links, or similarly display the Services or any portion of the Services; or Interfere with any other party's use and enjoyment of the Services.
- 21) Unless fully authorized; perform any cyber-attack or penetration test to identify vulnerabilities within the platform. Sadaqah – Ummah Crowdfunding condones any sort of hacking activity; if it is ethical or not. We perform our own internal cyber-security assessment and we intend to launch a bug bounty program and have a responsible vulnerability disclosure policy to ensure vulnerabilities can be disclosed responsibly.

Without limiting the Campaigners / Fundraisers represent and warrant that;

- (1) all information provided in connection with a Campaign is accurate, complete, and not otherwise designed to mislead, defraud, or deceive any Member or other user;
- (2) all donations contributed to a Campaign will be used solely as described in the Campaign; and
- (3) Campaigners / Fundraisers will comply with all applicable laws and regulations, including laws and regulations from the jurisdictions from which a Campaigners / Fundraisers solicits donations. Campaigners / Fundraisers that share personal data with us further represent and warrant that they may share such personal data with us under applicable law without restriction to perform our due diligence, know your customer and identity checks.

### 2.2 No Endorsement

Sadaqah - Ummah Crowdfunding provides a crowdfunding platform that allows individuals or organizations to raise money. We do not endorse any Campaigns, donors, individuals, or organizations

Sadaqah - Ummah Crowdfunding is not a party to any agreements between or among our users or third parties. No agency, partnership, joint venture, or employment is created as a result of the Terms or any user's use of the Services.

Sadaqah - Ummah Crowdfunding does not engage in any solicited activities. While Sadaqah - Ummah Crowdfunding has the right to monitor Campaigns and donations in accordance with these Terms, Governance, Shariah Compliance and our Privacy Policy, Sadaqah - Ummah Crowdfunding has no obligation to do so, and we do not make any representations about, confirm, or endorse any Campaigns, Donors, individuals, or organizations.

Nor does Sadaqah - Ummah Crowdfunding make any representations about, confirm, or verify that donations will be used in accordance with any fundraising purpose set forth in a Campaign.



## 2. PROHIBITED USES

By using the Services, you understand and agree that Sadaqah - Ummah Crowdfunding is not responsible for the use of your donations or the amount of funds raised for your Campaign.

**WHILST WE HAVE THE RELEVANT PROCESSES IN PLACE TO SCREEN CAMPAIGNS AND ENSURE COMPLIANCE. DONORS ARE SOLELY RESPONSIBLE FOR ASSESSING THE VALUE AND APPROPRIATENESS OF THEIR CONTRIBUTION TO ANY CAMPAIGN. WE ENCOURAGE DONORS TO USE THEIR DISCRETION WHEN SUPPORTING CAMPAIGNS.**

Though we have no obligation to verify that the accuracy of Campaigns and the use of donations, we take all possible measures to ensure Campaigns have been thoroughly vetted; we take any fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a Campaigner / Fundraiser is not raising or using the funds as stated in the Campaign, please alert us of this potential issue by emailing us at the earliest [compliance@sadaqah.io](mailto:compliance@sadaqah.io).

### 2.3 Donations / Contributions

Once your donation has been made, it can only be refunded in exceptional circumstances and with the consent of the cause to which it has been made. Sadaqah - Ummah Crowdfunding reserves the right to refuse a refund and to retain the transaction fee in the event that a donation is approved.

Sadaqah - Ummah Crowdfunding cannot guarantee your donation will be used as described on a fundraising page and is therefore not responsible for the actions of a charity; not-for-profit entity, team or individual fundraisers. Causes and organisations may use your donation for administration costs or for appeals not originally intended; however; we do encourage users to post regular updates on the use and proceeds of the funds raised to enhance transparency between the donors.

Once a donation has been made, any dispute or dealings shall be between the donor and recipient. If you require your donation to be for a specific purpose only or you are dissatisfied about how funds are being used, you should contact the charity; not-for-profit entity, team or individual fundraisers, or creator of the page directly.

When you make a donation and the transaction has been completed, this cannot be disputed except in the case where fraudulent or unauthorised usage of your payment card or payment method is proven. If you suspect or are aware of fraudulent activity being carried out in your name, you must contact the provider of your card or payment method, for them to advise you accordingly.

#### 2.3.1 User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and Sadaqah - Ummah Crowdfunding will have no liability or responsibility with respect thereto. Sadaqah - Ummah Crowdfunding reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services and any third party relating to the use of the Services.

### 2.4 Payments and Fees

Payment processing services for campaign creators on Sadaqah - Ummah Crowdfunding are provided by Stripe and are subject to the Stripe Services Agreement (<https://stripe.com/en-gb/legal>).

Where applicable, Stripe may facilitate money transmission services. By agreeing to these Terms, you agree to be bound by the Stripe Services Agreement which may be modified by Stripe from time to time. As a condition of Sadaqah - Ummah Crowdfunding; enabling payment processing services through Stripe, you agree to provide us accurate and complete information about you and any applicable Campaigns, and you authorize Sadaqah - Ummah Crowdfunding to share with Stripe this information and transaction information related to your use of the payment processing services provided by Stripe. Sadaqah - Ummah Crowdfunding is not responsible for the performance of Stripe.

Unless otherwise negotiated and approved in writing, Sadaqah - Ummah Crowdfunding charges a low and transparent fee on donations that are made; we collect a 5% fee for all Campaigns on the total amount raised online, in addition to a 1.4% + 20p for EU cards and 2.9% + 20p for non-EU cards a credit card processing fee on all successful online charges. The exact credit card processing fees can differ based on credit card rates and is levied by Stripe. Sadaqah - Ummah Crowdfunding may also charge additional fees for member charities and for particular services.

Funds will be sent to Campaigner / Fundraiser within 90 days after the successful completion of a Campaign barring any unforeseen circumstances such as;

- (1) a possible violation of the Terms or any other law, rule, or regulation,
- (2) inaccurate information associated with the Campaign or any donations which can delay the transfer of funds, or
- (3) Failure to meet KYC and screening checks performed internally and third-parties

## 2. PROHIBITED USES

Without limiting any other rights we have, we may refund all donations to a Campaign if we have not received sufficient Campaign account information or accurate information to transfer funds within 90 days after the Campaign closes. Questions about refunds may be directed to us at [support@sadaqah.io](mailto:support@sadaqah.io).

Any Campaigns raising funds outside of the United Kingdom through Stripe shall be subject to the following additional conditions:

- (1) Additional fees to transfer internationally, with such amounts to be collected by Stripe through deductions of Campaign donations;
- (2) transfer of funds may be delayed beyond the 90-day period described here; and
- (3) a \$350 minimum in total donations raised for foreign campaigns. If the \$350 minimum is not met, Sadaqah - Ummah Crowdfunding will refund all donations made to that particular Campaign. Without limiting any other rights we have, Sadaqah - Ummah Crowdfunding may elect to refund all donations made to a particular Campaign where Sadaqah - Ummah Crowdfunding cannot identify the final beneficiary of funds to verify or for any other reason in Sadaqah - Ummah Crowdfunding's sole discretion.
- (4) Subject to meeting Stripe compliance requirements <https://stripe.com/privacy>

### 2.5 Rewards

Campaigners / Fundraisers may be given an opportunity to offer rewards in the form of goods, promotions, or services to Donors of their Campaigns. Creators are solely responsible for delivering rewards promised to Donors. Failure to provide rewards to Donors as promised may result in a various penalties including but not limited to; reimbursement of Donors at the Campaign's expense, and suspension of accounts and current and future Campaigns by the Campaigner / Fundraiser.

### 2.6 Taxes and Financial Advice

Each Campaigner / Fundraiser is responsible for determining what, if any, taxes apply to the donations received through the Services. Campaigner / Fundraiser are responsible for assessing, collecting, reporting, or remitting the correct tax, if any, to the appropriate jurisdictional tax authority.

Sadaqah - Ummah Crowdfunding makes no representation as to whether all or any portion of your donations, including, if any, transaction fees, are tax deductible or eligible for tax credits. Sadaqah - Ummah Crowdfunding will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by any Donor.

Sadaqah - Ummah Crowdfunding do not operate as financial advisors or accountants. You are therefore; urged to seek independent and professional advice when it comes to taxation, accounting and such related matters.

You should consult your tax advisor as to the amount of your donation that is tax-deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any donation in any relevant jurisdiction, and particularly if you are awarded rewards in connection with your donation.

### 2.7 Account Suspensions

From time to time, Sadaqah - Ummah Crowdfunding may

- (1) place a hold on a Campaign account, suspending the ability of a Campaigner / Fundraiser to obtain donations made to the Campaign and/or
- (2) place a hold of transfer of funds already raised (either or collectively a "Hold"). We may place a Hold (and refund all donations made to that particular Campaign to the Member(s) who made such donations) if: (i) we have reason to believe (in our sole discretion) that information provided by a Campaigner / Fundraiser is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) the funds available should be provided directly to a person other than the Campaigner / Fundraiser (such as a legal beneficiary or person entitled by law to act on behalf of a Campaigner / Fundraiser), (iii) we have reason to believe that a Campaign or Campaigner / Fundraiser has violated these Terms, or (iv) required in order to comply with a court order, subpoena, injunction, or as otherwise required under applicable laws and regulations.

If you have questions about a Hold we may have placed on your Campaign account, or need information about how to resolve the Hold, please contact us at [support@sadaqah.io](mailto:support@sadaqah.io).

### 2.8 Legal Compliance

You acknowledge, consent, and agree that Sadaqah - Ummah Crowdfunding may access, preserve, and disclose your information and/or any User Account Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by Sadaqah - Ummah Crowdfunding's **Privacy Policy** or reasonably necessary or appropriate for any of the following reasons:

## 2. PROHIBITED USES

- (1) to comply with legal process;
- (2) to enforce these Terms, our Privacy Policy, or other contracts with you, including investigation of potential violations thereof;
- (3) to respond to claims that any content violates the rights of third parties;
- (4) to respond to your requests for customer service; and/or
- (5) to protect the rights, property, or personal safety of Sadaqah - Ummah Crowdfunding, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

## 3. WARRANTIES AND DISCLAIMERS

THE SERVICES AND ITS CONTENTS, WHETHER PROVIDED BY SADAQAH - UMMAH CROWDFUNDING, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, SADAQAH - UMMAH CROWDFUNDING DOES NOT WARRANT THAT:

- (i) THE INFORMATION AVAILABLE ON THE SERVICES IS FREE OF ERRORS;
- (ii) DEFECTS WILL BE CORRECTED, OR
- (iii) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL SADAQAH - UMMAH CROWDFUNDING OR ITS AFFILIATES, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT SADAQAH - UMMAH CROWDFUNDING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE.

THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT YOU DONATED TO THE CAMPAIGN TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A DONATION FOR A CAMPAIGN, \$150.

### 3.1 Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD SADAQAH - UMMAH CROWDFUNDING AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, OR REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR VIOLATION OF THE TERMS OR SADAQAH - UMMAH CROWDFUNDING PRIVACY POLICY, YOUR VIOLATION OF AN APPLICABLE LAW, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

### 3.2 Third Party Service Providers

The Services may provide;

- (1) information and content provided by third parties; and
- (2) links to third party websites or resources

## 3. WARRANTIES AND DISCLAIMERS

Sadaqah - Ummah Crowdfunding is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for

- (i) any content or other materials on or available from such sites or resources,
- (ii) any errors or omissions in these websites or resources, or
- (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Sadaqah - Ummah Crowdfunding shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties (including Campaigner / Fundraisers) will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

### 3.3 Third Party Service for Identity Verification

The Services may;

- (1) Use third party and use your information to validate your identity known as KYC (know your customer), AML check (anti-money laundering), Sanctions list check and KYB (know your business) business and trade license verification.

Our third-party service provider for identity verification is an international specialist in this domain and information is only shared on a need to know basis for compliance reasons. All information shared is performed based on data processing agreements being in place and all information shared is kept private with privacy in mind. Results of the checks are also kept private and not shared with any third-party and used only for the delivery of the Services. Failure to provide requested information to perform identity verification will result in termination on the use of the Services.

### 3.4 Copyrights and Intellectual Property Rights Claim

In accordance with the UK Copyright, Designs and Patents Act 1988 (the 1988 Act) and other applicable law, if you believe that your work has been copied in a way that constitutes copyright infringement and is displayed on the Services, please provide substantially the following information to our Copyright Agent (please consult your legal counsel to confirm these requirements):

- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (2) a description of your copyrighted work or other intellectual property that you claim has been infringed;
- (3) a description of where the material you claim is infringing is located on the Services (providing us with website URL is the quickest way to help us locate content quickly);
- (4) your address, telephone number, and e-mail address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our copyright agent can be reached as follows:

**Sadaqah - Ummah Crowdfunding, Inc.**  
 Kemp House  
 160 City Road  
 London  
 EC1V 2NX  
 United Kingdom  
[support@sadaqah.io](mailto:support@sadaqah.io)

Please note that, pursuant to UK Copyright, Designs and Patents Act 1988 (the 1988 Act), any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

### 3.5 Modification and Termination of Services

#### 3.5.1 Modification of Services

Sadaqah - Ummah Crowdfunding reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that Sadaqah - Ummah Crowdfunding shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services.

#### 3.5.2 Termination

These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you.

## 3. WARRANTIES AND DISCLAIMERS

If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate, provided that any donations made prior to the effective date of termination will continue to be processed in accordance with these Terms.

All provisions of the Terms which by their nature should survive, shall survive termination of services, including without limitation ALL section of this document.

### 3.6 Arbitration and Class Waiver

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

#### *Application*

You and Sadaqah - Ummah Crowdfunding agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to Campaigns and donations); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

#### *Initial Dispute Resolution*

Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at [support@sadaqah.io](mailto:support@sadaqah.io), and provide a brief, written description of the dispute and your contact information (including your Campaign name, if your dispute relates to a Campaign).

Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Sadaqah - Ummah Crowdfunding, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

#### *Class Action Waiver*

The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.

YOU AND SADAQAH - UMMAH CROWDFUNDING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

#### *Exception: Litigation of Intellectual Property and Small Claims Court Claims*

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the UK Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

#### *30-Day Right to Opt Out*

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to [support@sadaqah.io](mailto:support@sadaqah.io) with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of (a) the Effective Date of these Terms; or (b) your first date that you used the Services that contained any versions of the Terms that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Sadaqah - Ummah Crowdfunding also will not be bound by them.

#### *Changes to This Section*

Sadaqah - Ummah Crowdfunding will provide thirty (30) days' notice of any changes to this section by posting on the Services. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

## 3. WARRANTIES AND DISCLAIMERS

### *Survival*

This Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

### 3.7 Controlling Law and Severability

These Terms shall be construed in accordance with and governed by the laws of the United Kingdom notwithstanding its conflicts of law principles. Except for claims subject to mandatory arbitration, any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in United Kingdom, and you and Sadaqah - Ummah Crowdfunding consent to the exclusive jurisdiction of such courts.

### 3.8 Feedback

By sending us any feedback, comments, questions, or suggestions concerning Sadaqah - Ummah Crowdfunding or our services, including the Services (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Sadaqah - Ummah Crowdfunding and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your account or the Services.

### 3.9 General Terms

#### *Force Majeure*

Under no circumstances shall Sadaqah - Ummah Crowdfunding be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

#### *No Waiver*

No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision,

and the failure of Sadaqah - Ummah Crowdfunding to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

#### *Third-Party Beneficiaries/Relationship between the Parties*

You agree that there shall be no third-party beneficiaries to these Terms. No agency or employment between you and Sadaqah - Ummah Crowdfunding is created as a result of the Terms or your use of the Services.

#### *Miscellaneous*

These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Sadaqah - Ummah Crowdfunding and govern your use of the Services, and supersede any prior agreements between you and Sadaqah - Ummah Crowdfunding on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Sadaqah - Ummah Crowdfunding without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Sadaqah - Ummah Crowdfunding. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. The section titles in these Terms are for convenience only and have no legal or contractual effect.

#### *Notices*

We may deliver notice to you by e-mail, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address: (1) Sadaqah - Ummah Crowdfunding, 160 Kemp House, City Road, London, EC1V 2NX, United Kingdom; or (2) [support@sadaqah.io](mailto:support@sadaqah.io)

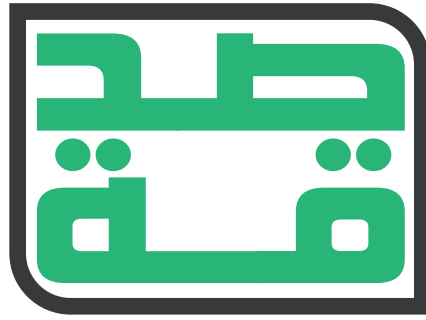
#### *Contact Us*

If you have any questions about these Terms, please contact us by email at [support@sadaqah.io](mailto:support@sadaqah.io)

## 4. FUNDRAISING REGULATOR

---

The Fundraising Regulator has a set of good practice guidance for all our fundraisers to read and follow. Please have a read of their guidance which can be found here (<https://www.fundraisingregulator.org.uk/more-from-us/resources/online-fundraising-advice-and-guidance-public>).



**SADAQAH**  
Ummah Crowdfunding



+44 (0) 2032870782



info@sadaqah.io



www.sadaqah.io

**SADAQAH - Ummah Crowdfunding**  
160 Kemp House, City Road, London  
EC1V 2NX, United Kingdom