



# BUROHELP DONOR TERMS & CONDITIONS

These Donor Terms govern the relationship between the Foundation and all donors contributing funds, resources, or support to nonprofits through the Burohelp Platform.

They apply to companies, governments, philanthropic organisations, foundations, and individual donors.

## 1. Definitions

In these Terms:

- **“Foundation”** means *Stichting Burohelp*.
- **“Donor”** means any entity or individual providing financial or in-kind support.
- **“Platform”** means the digital system operated by the Foundation, including the Burohelp Time Bank.
- **“Nonprofit”** means a public-benefit organisation (ANBI/PBO/NGO) registered on the Platform.
- **“Donation”** means any voluntary financial or in-kind contribution.
- **“Funding Cycle”** means the period during which donations are evaluated and allocated.
- **“Agreement”** means these Donor Terms & Conditions.
- **“Impact Insights”** means anonymised or aggregated information used for ESG/SDG/CSRD-related reporting.

## 2. Applicability

2.1 These Terms apply to all Donations made through the Foundation or via the Platform.

2.2 If a separate written Donor Agreement exists, its terms take precedence.

2.3 By making a Donation, the Donor agrees to these Terms.



## 3. Nature of the Donation

3.1 Donations to the Foundation or through the Platform are voluntary, irrevocable, and made for public-benefit purposes.

3.2 The Foundation allocates donations to eligible Nonprofits based on:

- validated impact hours
- verified activities
- transparent allocation models
- donor preferences (where permitted)
- compliance and verification outcomes

3.3 Donations are not intended as payments for goods or services.

3.4 Donations do **not** create employment, partnership, agency, or fiduciary relationships between the Donor and any Nonprofit.

## 4. Permissible and Impermissible Conditions

4.1 Donors may specify general preferences (e.g., themes, SDGs, regions).

4.2 Donors may **not** impose conditions that:

- influence political activity;
- violate Dutch ANBI rules;
- direct funds to benefit specific individuals;
- conflict with equality or non-discrimination laws;
- interfere with Nonprofit independence.

4.3 The Foundation reserves the right to decline donations with improper conditions.

## 5. Use of Funds

5.1 Donations are used exclusively for:

- public-benefit activities;
- operational needs of Nonprofits;
- program management necessary to deliver impact, including platform maintenance and verification.

5.2 The Foundation may deduct reasonable administrative costs, as transparently communicated to the Donor.

5.3 Nonprofits receiving funds must comply with:

- their legal public-benefit obligations;
- the Foundation's verification and audit requirements.

## 6. Allocation, Distribution, and Transparency

6.1 The Foundation allocates Donations according to documented policies, including (where applicable):

- proportionate distribution models
- Time Bank hour valuations
- outcome-based allocation
- strategic donor priorities

6.2 All allocations are approved internally by authorised Foundation personnel.

6.3 The Foundation publishes aggregated impact insights and financial summaries in line with ANBI requirements.

6.4 Donors receive periodic insights based on:

- hours logged
- activities completed
- project categories
- SDG alignments
- geographical distribution
- anonymised impact outcomes

6.5 Specific details about individuals are never shared without explicit consent.

## 7. Donor Conduct & Responsibilities

Donors agree to:

- a. act in good faith;
- b. provide truthful information;
- c. respect the Foundation's independence and the allocation process;
- d. refrain from demands inconsistent with public-benefit purpose;
- e. comply with anti-corruption, AML, and integrity requirements.



The Foundation reserves the right to request verification of donor identity and funding source.

## 8. Anti-Money-Laundering and Integrity

8.1 Donations may be refused if:

- the source cannot be verified;
- reputational, ethical, or legal risks arise;
- the donation violates AML or sanction regulations.

8.2 The Foundation may perform due diligence checks for large donations.

## 9. Refund Policy

9.1 Donations are generally **non-refundable**.

Refunds may only be issued if:

- a clerical or payment error occurred;
- duplicate payments were made;
- an allocation cannot be completed for legal reasons;
- both Parties agree in writing.

9.2 Refunds will only be made to the original payment source.

## 10. Information and Impact Insights

10.1 Donors may receive:

- anonymised impact summaries
- aggregated Time Bank insights
- Information compliant with the ESG/SDG/CSRD frameworks

10.2 The Foundation is not responsible for donor-led interpretation or external reporting based on these insights.

10.3 Individual Nonprofits may, upon consent, provide additional content such as stories or photos.

## 11. Intellectual Property Rights



11.1 All Platform content, software, branding, and materials are the property of Stichting Burohelp or its licensors.

11.2 Donors may only use the Foundation's name or logo after initial donation has been made.

## 12. Liability

12.1 The Foundation is not liable for:

- Nonprofit implementation failures;
- delays caused by verification requirements;
- third-party platform issues;
- indirect or consequential damages.

12.2 Where liability exists, it is limited to:

- the amount of the Donation, unless caused by wilful misconduct or gross negligence.

## 13. Suspension or Termination of Participation

The Foundation may suspend or terminate the Donor's participation if:

- a. integrity risks arise;
- b. AML violations are suspected;
- c. donor conditions violate public-benefit requirements;
- d. donor behaviour harms the Foundation or Nonprofits.

Donors may cease participation at any time, without refund.

## 14. Governing Law and Dispute Resolution

14.1 These Terms are governed by the laws of the **Netherlands**.

14.2 Disputes shall be submitted to the **competent court in the Netherlands**, unless Parties agree to mediation or alternative resolution.



## **15. Amendments**

15.1 These Terms may be amended by the Foundation at any time.

15.2 Substantial changes will be communicated reasonably in advance.

15.3 Continued use or participation constitutes acceptance of the changes.

## **16. Entry Into Force**

These Terms enter into force on the date of initial donation.