



# BUROHELP GENERAL TERMS & CONDITIONS

These General Terms & Conditions govern the use of the **Burohelp Platform**, including the **Burohelp Time Bank**, by nonprofits (ANBIs/PBOs), donors, companies, individuals, volunteers, and all other users.

By creating an account or using the Platform, the User agrees to these Terms.

## 1. Definitions

In these Terms:

- **“Foundation”** means *Stichting Burohelp*, the operator of the Platform.
- **“Platform”** means the Burohelp digital system, including the Time Bank, dashboards, APIs, and all related services.
- **“Time Bank”** means the hour registration, validation, and impact system used by nonprofits.
- **“User”** means any natural or legal person using the Platform.
- **“Nonprofit”** means an ANBI/PBO or comparable organisation registered on the Platform.
- **“Donor”** means a company, government body, foundation, or individual providing financial or in-kind support.
- **“Volunteer”** means an individual contributing hours or support.
- **“Content”** means all data, text, hours, documents, photos, or information entered into the Platform.
- **“Agreement”** means these Terms between the Foundation and the User.

## 2. Applicability

2.1 These Terms apply to all Platform use, access, accounts, registrations, and related services.

2.2 Deviations from these Terms are valid only if agreed in writing.

2.3 In case of conflict, specific agreements with a User prevail over these Terms.



## 3. Nature of the Service

3.1 The Foundation provides:

- A platform for nonprofits to register projects, activities, and hours;
- A system enabling donors to support nonprofits;
- Impact insights based on submitted data;
- A secure digital environment for collaboration.

3.2 The Foundation does **not** guarantee:

- Any minimum donation amount;
- Any ongoing support from donors;
- Accuracy of data provided by Users.

3.3 The Platform is not intended to replace legal, financial, or professional advice for nonprofits or donors.

## 4. User Accounts

4.1 Users must provide accurate and complete information.

4.2 Users are responsible for maintaining confidentiality of login credentials.

4.3 The Foundation may suspend or terminate accounts in cases of:

- misuse
- fraudulent entries
- violation of terms
- legal or safety concerns
- breach of ANBI/nonprofit eligibility

4.4 Users must be at least 18 years old.

## 5. Use of the Platform

5.1 Users shall not:

- a. enter false or misleading hours, activities, or data;
- b. upload harmful, illegal, or defamatory content;
- c. impersonate others;
- d. interfere with system security;
- e. misuse the Platform for non-public-benefit purposes.

5.2 Nonprofits must ensure all content they upload is lawful, accurate, and verifiable.



5.3 The Foundation may remove any content that violates these Terms.

## 6. Responsibilities of Nonprofits

Nonprofits agree to:

- a. maintain valid ANBI/PBO status or equivalent;
- b. provide accurate and verifiable hour entries;
- c. cooperate with audits or verification requests;
- d. maintain proper internal controls;
- e. ensure volunteers and staff comply with all policies;
- f. use funds received only for public-benefit purposes;
- g. notify the Foundation if eligibility changes.

## 7. Responsibilities of Donors

Donors agree to:

- a. respect the Foundation's allocation policies;
- b. provide accurate legal and financial information;
- c. not use donations to influence decision-making improperly;
- d. refrain from imposing discriminatory, political, or illegal conditions.

## 8. Intellectual Property

8.1 All rights to the Platform, including software, design, trademarks, and logos, belong to the Foundation or its licensors (including Burohelp BV/CivicBridge BV depending on structure).

8.2 Users receive a non-exclusive, non-transferable license to use the Platform for its intended purpose.

8.3 Users may not:

- copy, distribute, or modify the software;
- reverse engineer the Platform;
- create competing services using Foundation IP.

## 9. Data & Privacy

9.1 Personal data is processed according to the **Privacy & Data Protection Policy**.

9.2 Nonprofits act as independent controllers for data they upload about beneficiaries or



volunteers.

9.3 Users must comply with GDPR/AVG when entering personal data.

## 10. Fees and Payment Conditions

10.1 The Foundation may charge fees for certain services, including:

- premium platform features
- processing of donations
- enterprise accounts for corporate donors

10.2 Fees shall be clearly communicated before applying.

10.3 Invoices must be paid within 30 days unless agreed otherwise.

## 11. Donations and Financial Distribution

11.1 Donations received through the Foundation are distributed according to transparent policies communicated to donors and nonprofits.

11.2 The Foundation:

- may charge a platform or administrative fee;
- may adjust distributions based on fraud reviews or compliance checks;
- reserves the right to temporarily withhold funds for verification.

11.3 Donors cannot impose conditions incompatible with ANBI law.

## 12. Verification and Fraud Prevention

12.1 All Time Bank hours and project data may be:

- audited
- verified
- reviewed
- cross-checked with evidence

12.2 In case of suspected fraud or misuse:

- the Foundation may suspend or delete accounts;
- funds may be frozen;
- authorities may be notified if required.

## 13. Availability & Maintenance

13.1 The Foundation strives to maintain high platform availability but does not guarantee uninterrupted access.

13.2 Maintenance may occur at any time, with reasonable effort to minimise disruption.

13.3 The Foundation is not liable for:

- data loss
- downtime
- delays
- third-party service interruptions

## 14. Liability

14.1 The Foundation's liability is limited to:

- direct damages,
- up to the amount paid by the User to the Foundation during the previous 12 months, unless caused by intent or gross negligence.

14.2 The Foundation is **not** liable for:

- indirect or consequential damages;
- loss of profits;
- errors in user-submitted data;
- activities or omissions of nonprofits or volunteers;
- external cyberattacks beyond reasonable prevention.

## 15. Termination

15.1 Users may terminate their account at any time.

15.2 The Foundation may terminate or suspend access if:

- the User violates these Terms;
- compliance or integrity concerns arise;
- the User no longer meets eligibility requirements;



- required by law.

#### 15.3 Upon termination:

- access to the Platform ceases;
- the Foundation may retain necessary data for regulatory compliance.

## 16. Changes to These Terms

16.1 The Foundation may update these Terms periodically.

16.2 Significant changes will be communicated to Users.

16.3 Continued use of the Platform constitutes acceptance of updated Terms.

## 17. Governing Law and Dispute Resolution

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

17.2 Disputes shall be submitted to the **competent court in the Netherlands**, unless the Foundation chooses an alternative dispute resolution method.

## 18. Adoption & Effective Date

These Terms take effect on: 30th of November 2025