

## Hooandja.ee Terms of Use

Welcome to the terms of use page for hooandja.ee!

Hooandja.ee is a crowd funding platform where anyone can provide financial backing for various projects. The Hooandja.ee site is administered by the Hooandja non-profit organisation (MTÜ Hooandja). Your use of the Hooandja.ee site and services provided via hooandja.ee constitutes a legally binding agreement with MTÜ Hooandja. If you are a Creator or Backer, you also enter into a binding agreement with the relevant parties to the Pledge Agreement with whom you entered into a relationship by making or accepting a Pledge. These terms of use are the standard terms for such agreements. If you use the [hooandja.ee](http://hooandja.ee) website or the services provided thereby on behalf of another person, such as your employer or minor child, you confirm by accepting these terms that you have the necessary rights and authorization to enter into a contract with MTÜ Hooandja on behalf of that other person.

The terms of use for Hooandja.ee set forth rules and principles how the hooandja.ee site and services provided via the site function, how they are to be used and what the rights and responsibilities are for you and MTÜ Hooandja. The terms of use consist of two parts: 1) the basic terms and conditions contained in this document and 2) additional terms and conditions that are specified on a separate page but which refer to the basic terms and conditions or establish, in some other manner, rules for use of the hooandja.ee or the Services provided thereby (including principles of data protection, principles of ethical conduct, Hooandja service fees etc).

Please read the terms of use carefully, because by browsing the pages of the hooandja.ee, entering the site under your user account, supporting a project through hooandja.ee or seeking backing for your project or using other services provided via hooandja.ee, you confirm that you have read, understood and accepted the terms of use.

If you do not accept the hooandja.ee terms of use, please refrain from browsing or logging on to the site and using the services provided via the site. Violation of the terms of use entitles MTÜ Hooandja, among other things, to restrict access to services provided through hooandja.ee and to terminate the agreement with you.

### 1. Terms and definitions

<b>Reward</b>	token of gratitude given to a Backer by a Creator as per good practice
<b>Creator</b>	natural or legal person who submits to Hooandja a Project for posting on the Site
<b>Hooandja</b>	MTÜ Hooandja, register code 80341695, address Rävala pst 8 - 1011, 10143 Tallinn
<b>User</b>	a Creator, Backer or other natural or legal person who uses the Hooandja Site or Services
<b>User Account</b>	personal access for use of the Site and Services enabling authentication of the User
<b>Terms of Use</b>	these standard terms of use, established by Hooandja, for use of the Site and Services
<b>Agreement</b>	agreement between Hooandja and User for use of the Site and Services
<b>Site</b>	set of all online documents available through <a href="http://www.hooandja.ee">www.hooandja.ee</a> (including images, videos, .php and .html files)
<b>Project</b>	set of creative, technical or other activities with a predefined objective and scope for which Creators raise Pledges via the Site
<b>Project Description</b>	introduction to and description of the project objectives and other circumstances that define the Project, along with illustrative Content
<b>Project Period</b>	time period during which the Creator is obliged to carry out the Project
<b>Content</b>	works, data and other materials (video, photo, image, chart, text etc) added to, published on, or intermediated via the Site by Hooandja or Users
<b>Funding Goal</b>	amount of funding, specified by the Creator, needed to execute the Project
<b>Service</b>	any services provided by Hooandja and available via the Site to users
<b>Executor</b>	natural or legal person who executes the Project

<b>Backer</b>	individual or legal person who Pledges through the Site for executing a specific project
<b>Pledge</b>	amount of money the purpose of which is to support some Project through the Site
<b>Pledge Agreement</b>	agreement between Creator and Backer to use a Pledge for the purpose of executing a Project
<b>Pledge Period</b>	time period during which the Backers are able to pay Pledge
<b>Outcome</b>	outcome of activity specified in the Project Description (including physical or non-physical object in any form, event, work or service created in the course of the project)

## **2. Details for Hooandja**

- 2.1.** All questions, complaints, suggestions, requests and applications relating to the Site and Services must be submitted to Hooandja in one of the following ways:
  - 2.1.1.** an email sent to [info@hooandja.ee](mailto:info@hooandja.ee) shall be considered received by Hooandja when Hooandja sends a reply or confirmation regarding receipt.
  - 2.1.2.** letters sent to the address Rävåla pst. 8 - 1011, C-korpus, Tallinn 10129 – shall be considered received by Hooandja in accordance with procedure set forth in the General Part of the Civil Code Act (valid wording available at [www.riigiteataja.ee](http://www.riigiteataja.ee)).

## **3. General principles for use of Site and Services**

- 3.1.** The Site was created with the aim of offering Services to Users for introducing various Projects and collecting Pledges for carrying out Projects.
- 3.2.** Services are provided by Hooandja in conjunction with cooperation partners.
- 3.3.** The Site and Services may be used solely in the scope, and for the purpose and objectives for which the Site's functionality was created and made available for Users. Use must take place in conformity with the Terms of Use, good practices applicable on the Site and legal acts.
- 3.4.** Use of Site and Services is permitted only (1) for natural persons who are of full active legal capacity (at least 18 years of age) or whose legal representative has granted consent, in a form reproducible by writing, for use of the Site and Services; (2) through a legal representative of a legal person.
- 3.5.** The use of Site and Services is permitted only by means of universal web browsers including (but not limited to) Mozilla Firefox, Internet Explorer, Opera, Chrome, Safari etc.
- 3.6.** The Site and Services are meant to be used via personal computer and may not function identically on other platforms (mobile phone, tablet or handheld computer, e-reader etc).
- 3.7.** Users may not: (1) use the Site or Services to commit or incite commission of offences; (2) use the Site or Services in an extent to which they do not consent to the established Terms of Use; (3) send via the Site or Services to other Users advertising letters, mass mailings and other Content that contravenes the requirements established in the Terms of Use; (4) use the Site, Services, Content or any parts thereof via any programmes that burden or interfere with operation of the Site or functioning of Services or which distort Content; (5) use the Site or Services in any other illegal manner.
- 3.8.** Hooandja has the right, at any time, irrespective of the reason, to (1) modify and update the Site and Services; (2) suspend or cease provision of Services and to close the Site or any part thereof; (3) to establish restrictions on using certain parts or functionality of the Site and Services (such as a ceiling on data volume, upload speed, storage volume on the Site etc); (4) deny access to the Site or Services to any User. The User confirms by accepting these Terms of Use that if Hooandja exercises its right to terminate provision of Service and administration of the Site, the User shall not bring any claims against Hooandja and shall waive any rights to demand compensation for damage or for expenses incurred on generating Content prepared for the Site.

## **4. Terms of Use**

- 4.1.** These Terms of Use are an integral part of the Agreement. The Terms of Use are available on the Site at <http://www.hooandja.ee/content/kasutustingimused>.
- 4.2.** Hooandja may establish separate additional terms for any single Service (e.g. "Principles of data protection") and price lists and these shall be considered an integral part of the Terms of Use. Additional terms and price lists are available to User also via a page on the Site web page <http://www.hooandja.ee/content/kasutamistingimused> or on the page for the relevant Service.

- 4.3. The User and Hooandja may agree on Agreement conditions that vary from the Terms of Use or supplement the Terms of Use.
- 4.4. The Terms of Use were originally in Estonian. In the case of versions published by Hooandja in other languages as well, the Estonian original shall take precedence in resolving conflicts and discrepancies between the Estonian original and the translation.
- 4.5. If any clause in the Terms of Use proves invalid due to a conflict with a legal act, this shall not influence the validity of the rest of the clauses.
- 4.6. Hooandja has the right to unilaterally amend the Terms of Use, by publishing, on the Site, the new wording of the Terms of Use along with the amendment. Hooandja may amend Terms of Use in the following cases: (1) changes in current legislation or interpretation thereof; (2) court decision, administrative act or legal act imposing an amendment to the Terms of Use; (3) change in existing Service, cessation of provision of Service or adoption of a new Service; (4) material changes in the technical structure or functionality of the Site or Services; (5) suggestions and complaints from Users; (6) need for more effective data protection or other security measures; (7) amendments to Hooandja's business model, work procedures, authorizations; (8) technological advances that allow the administration of Site or ease of use, quality and security of Services to be improved; (9) other unforeseeable cases where amendment of Terms of Use is reasonably justified.
- 4.7. Hooandja shall notify Users via the Site of any changes in the Terms of Use. After being notified of the amendments, the User has the right to terminate the Agreement within 14 days. If the User continues to use the Site and Services after the 14 day term lapses, the User shall be considered to have accepted the amendments to the Terms of Use.
- 4.8. If the User does not consent to the Terms of Use or amendments thereto, the User shall not have the right to use the Site or Services and must cease use immediately.

## **5. Entering into Agreement**

- 5.1. In order to use the Site and Services, each User must sign an Agreement with Hooandja.
- 5.2. The prerequisite for concluding an Agreement is that the User accepts the Terms of Use.
- 5.3. Prior to entering into the Agreement, the User must thoroughly read through the Terms of Use and provide confirmation thereof at the request of Hooandja.
- 5.4. Upon concluding an Agreement, the User confirms that: (1) all of the data and representations provided by the User are accurate, authentic, complete and relevant; (2) User is a natural person of full active capacity (at least 18 years old) or has the consent of a legal guardian to use Site and Services; or (3) User is fully entitled and empowered to conclude Agreement on behalf of a legal person. Hooandja has the right to request additional evidence regarding the said representations or to refuse to conclude the Agreement or to suspend performance of the Agreement until such time that sufficient evidence has been presented.
- 5.5. Entry into Agreement shall be considered to occur at the moment that (1) User begins directly using Site or Services, (2) User logs in to the Site for the first time under his or her User Account.
- 5.6. Hooandja has the right to refuse to enter into Agreement with any person, even if the person has accepted the Terms of Use.

## **6. User account**

- 6.1. Certain parts of the Site and Services can be used only via the User Account.
- 6.2. Every person has the right to hold only one User Account and to perform procedures only under one username, unless the same person has the right to use the Site or Services on behalf of some other person (such as a legal person or minor child) and wishes additionally to use the Site or Services in his or her own name.
- 6.3. A person who submits an application on the Site to establish a User Account on behalf of some other person (such as a legal person or minor child) shall be assumed to have the right of representation and Hooandja is not obliged to verify his or her right of representation. In case of doubt, Hooandja may demand additional information or materials from the person to substantiate right of representation, or to contact directly, in order to receive confirmation, the person on whose behalf the person is applying for a User Account.
- 6.4. To create a User Account, the User must, on the relevant page of the Site (1) submit to Hooandja a username and email address and select a suitable password for the User Account, filling in the application form, (2) accept the Terms of Use, by ticking the box marked "Nõustun kasutustingimustega" ("I accept the terms of use") and "Nõustun andmekaitse

- põhimõtetega“ (“I accept the principles of data protection”), (3) submit the membership application, by clicking the button “Liitu“ (“Join”).
- 6.5. In addition, a User Account may be created on the Site, using an existing Facebook user account. In such a case, the User must, on the relevant page of the Site (1) log in under his or her Facebook account, by entering the relevant username and password, (2) accept the Terms of Use by ticking the box marked “Nõustun kasutustingimustega“ (“I accept the terms of use”) and “Nõustun andmekaitse põhimõtetega“ (“I accept the principles of data protection”), (3) provide consent for Hooandja to ask for the User’s name and email address directly from Facebook, (4) submit the membership application, by clicking the button "Log in". Hooandja shall not post messages to the User’s Facebook account or disclose the User’s Facebook account username or other data from the Facebook user account, either to the public or third parties.
  - 6.6. When creating a User Account, the username may not: (1) contain another person’s name, with the goal of representing and acting under the other person’s name without the latter’s consent; (2) belong to or be protected by third party rights, in the absence of consent from the third party; (3) be insulting, obscene, vulgar or otherwise unethical or unlawful.
  - 6.7. Upon creating the user account, the User must submit accurate, correct, complete and relevant data regarding themselves or the principal represented by the User.
  - 6.8. The User must make sure that the email address associated with the User Account remains active and functional and must check emails sent to the address, as the address will be used to notify the User of important changes in the Site and Services and Terms of Use, as well as for communicating with the User in connection with Projects posted and Pledge paid by the User (such as for delivery of a Reward and, if necessary, organizing the refund of Pledge). If the User lacks access to the email address associated with the User Account, the User is obliged to notify Hooandja of his or her new email address.
  - 6.9. The User and the User’s representatives undertake to keep the password secret and in such a manner that it does not fall into the hands of third parties.
  - 6.10. The user account shall remain valid without a term until it is deleted or the Agreement is terminated.
  - 6.11. The User or the User’s representative must immediately notify Hooandja of (1) misuse of his or her User Account; (2) if the password is lost or falls into the hands of third parties; (3) departure of representative (such as management board member, partner, employee) or other reason why the representative no longer has the right to act on behalf of the User on the Site or to use Services.

## **7. Project implementation**

- 7.1. All Users of adult age have the right to submit an application to Hooandja at any time for posting a Project on the Site. Users who are minors have the right to submit to Hooandja an application for posting a Project on the Site only with digitally signed consent from their parent in which the parent confirms that they are the parent of that minor child, are aware of the Project and consent to the Terms of Use.
- 7.2. The Project must conform to the following terms and conditions:
  - 7.2.1. Project is creative or based on civil initiative, with a measurable start and end point, with a definite Outcome, in conformity with Hooandja’s good practice and can be shared with the public.
  - 7.2.2. The Project falls into at least one of the categories established by Hooandja on the Site:
  - 7.2.3. Project is not for organizing a charity or awareness raising campaign, for supporting a lifestyle, for acquisition of equipment or for other activities that are not in conformity with the purpose and objectives of the Site.
- 7.3. The User must submit the following when applying for posting of a Project on the Site: (1) introduction in text form to the Project, Creator and Executor; (2) Project introduction as a video; (3) illustrative photo of the Project or the Creator; (4) planned Outcome(s); (5) Pledge Period; (6) Project Period; (7) Funding Goal; (8) Rewards; (9) Creator’s contact telephone number; (10) if desired, Reward delivery date and place.
- 7.4. The Creator has the right to withdraw from the Project at any time before the entry into force of the Pledge Agreement and to delist the Project from the Site. Such an act shall have the same consequences as if the Pledge Period were to end without a Pledge Agreement being signed.
- 7.5. Hooandja has the right to decide whether to post a Project on the Site. Hooandja has the right,

at any time, irrespective of the reason, to refuse to post a Project on the Site or to suspend or terminate it, above all if the Project does not conform to the conditions enumerated in the clause 7.2 or if the Project description does not include all of the items listed in the clause 7.3 or is deficient for some other reason.

- 7.6.** Hooandja is not obliged to verify the conformity of the Project to the Agreement, Terms of Use, the good practices applicable in the Site and legal acts. If Hooandja nevertheless discovers a possible non-conformity or doubts whether the Project is in conformity with the Agreement, the Terms of Use, the good practices applicable on the Site or legal acts, it has the right to demand the Creator to eliminate the non-conformity or doubt, submitting additional evidence or making the relevant changes in the Project or the Project description.

## **8. Pledge Agreement**

- 8.1.** By posting the Project description on the Site, the Creator makes a public offer to enter into a Pledge Agreement with him/her/it. By making a Pledge to the Project via the Site, the Backer accepts the Creator's offer and by that measure, the Pledge Agreement is considered to have been concluded. The Pledge Agreement shall enter into force on the day following the end of the Pledge Period on condition that the Funding Goal is reached during the Pledge Period. The conditions of the Pledge Agreement are based on the data disclosed to the public under the Project by the Creator and the choices made by the Backer in choosing the Pledge as well as the relevant terms and conditions set forth in the Terms of Use.
- 8.2.** If the Pledge Agreement enters into force, the Creator is obliged to implement the Project and to use for that purpose the Pledge received from the Backer.
- 8.3.** If the Funding Goal is not reached during the Pledge Period, the Pledge Agreement will not enter into force, the Creator will be released of the obligation to carry out the Project and the Backer has the right to have the Pledge refunded.
- 8.4.** Users enter into Pledge Agreements without the involvement of Hooandja and shall be fully responsible for performing them. Hooandja is not a party to Pledge Agreements and does not take part itself (through a broker, commission business, representative or otherwise) in the actual transactions executed between Users as a result of the description and other information on Projects posted on the Site, unless a corresponding exception has been made in the Terms of Use.
- 8.5.** If the User is represented in entering into the Pledge Agreement by another person, the User shall be responsible for the other person being clearly recognizable to third parties as the representative of the User and the representative would be empowered as required to carry out the transaction. Depending on the Project description, the Content and terms and conditions established by the Creator, and the combined effect of Hooandja's Terms of Use, the Pledge Agreement may be treated as different types of contract under the law of obligations. Hooandja presumes that for the most part, the Pledge Agreement meets the criteria of a gratuitous contract, but the Creator is obliged to make sure that he/she/it complies with the regulations governing the Pledge Agreement arising from legal acts as well as performs obligations stemming therefrom and, if necessary, seek legal counsel to ascertain the legal obligations and rights incurred by the Creator on the basis of the Pledge Agreement, which can be examined here ([www.riigiteataja.ee](http://www.riigiteataja.ee))
- 8.6.** The Backer is not entitled to withdraw from an active Pledge Agreement unless the Project goes unimplemented for any reason.

## **9. Payment and refund of support**

- 9.1.** Backers may pay Pledge throughout the Pledge Period to Hooandja's bank account, where it will be kept in escrow until one of the following events occurs:
- 9.1.1.** the Pledge Agreement enters into force, whereby Hooandja incurs an obligation to the Backer to transfer the Pledge to the Creator's bank account;
- 9.1.2.** the Pledge Period ends without the Pledge Agreement entering into force, whereby Hooandja incurs an obligation to return the Pledge to the Backer. If possible, the Backer is repaid to the same bank account from which the Backer paid it.
- 9.2.** Hooandja shall keep the Pledges received for carrying out a Project separate from Pledges for other Projects.
- 9.3.** The Creator shall itself determine the suitable Pledge Period ranging from two to eight weeks. On agreement with Hooandja, a shorter or longer Pledge Period may also be set.
- 9.4.** Hooandja shall accept Pledges only by bank transfer. Pledges shall not be accepted in cash.

- 9.5. The Backer may specify their own Pledge amount, regardless of the limits established by the Creator. If the Backer does not wish to receive the Reward offered by the Creator, it must make a note of this request when making a Pledge.
- 9.6. The Backer may elect to remain anonymous for the public; if this is the case, the Backer shall indicate this preference on his/her/its profile. In such a case, the Backer's identity shall be known solely to Hooandja, but Hooandja shall disclose the identity of the Backer, contact details and Pledge Amount to the Creator. Hooandja shall not disclose the identity of an anonymous Backer to the public or third parties nor shall send them the details about that person (username, name, bank account number, email address etc). The Creator is also obliged to ensure the anonymity of the Backer.
- 9.7. The Backer has no right to demand refund of the Pledge paid to Hooandja, unless the Pledge Period ends without the Pledge Agreement entering into force or if the Creator withdraws from the Pledge Agreement before it enters into force or Hooandja removes the Project from the Site. In such a case, Hooandja shall repay the Pledge, if possible to the same account from which the Backer paid it, within 30 business days as of the moment the obligation arose.
- 9.8. Hooandja has the right to repay the Pledge to the Backer at any time if Hooandja suspects that legal acts have been violated in making a Pledge.

## **10. Project implementation**

- 10.1. If the Funding Goal is raised during the Pledge period, all of the Pledge Agreements signed for that Project will enter into force on the day after the Pledge Period ends and the Creator shall have an obligation to each Backer to carry out the Project during the Project period pursuant to the Project description. At the same time, Hooandja shall incur the obligation to the Creator to transfer all Pledges to the Creator's bank account. In such a case, Hooandja shall make the transfer within 30 business days as of the moment the obligation arose.
- 10.2. The Project Period must start no later than two months after the end of the Pledge Period and end no later than six months after the end of the Pledge Period. The Project Period may not be changed, except for justified cases on agreement with Hooandja.
- 10.3. The Creator undertakes :
  - 10.3.1. to ensure that the Funding Goal is enough to cover all of the expenses necessary for executing the Project and performing the Pledge Agreement and that the Project is carried out in line with legal acts;
  - 10.3.2. to ensure that the Project will use or create only such Outcomes that are in conformity with legal acts;
  - 10.3.3. to use, for carrying out the Project, only such persons who consent to publication of the Project on the Site;
  - 10.3.4. to ensure that the carrying out of the Project and generation and use of Outcome does not violate in any manner the rights of Hooandja, Executors, Backers or third parties, including intellectual property rights.

## **11. Rewards**

- 11.1. It is good practice for the Creator to offer Rewards to Backers.
- 11.2. If the Creator decides to offer Rewards, the following terms apply:
  - 11.2.1. The Creator may offer various Rewards to the Backers, setting a definite Pledge minimum for each type of Reward.
  - 11.2.2. When offering different types of Rewards, the Creator must put up a relevant prize for every Backer who meets the minimum Pledge set for that type of Reward, unless the Pledge has been refunded to the Backer.
  - 11.2.3. The Creator undertakes to deliver the prize to the Backer after the Project is carried out in a manner in which the Backer has been notified in the Project Content, but no later than within six months as of the moment of making the Pledge. The Creator may, in the Project description, set out the term and manner for delivery of the Reward. Rewards shall not be delivered to Backers who have not expressed the desire to receive a Reward.
  - 11.2.4. Hooandja may, in addition to the Rewards promised by the Creator, also give out keepsakes and gifts to Backers. The Creator shall not be responsible for Hooandja's keepsakes and gifts.

## **12. Fees**

- 12.1. Hooandja has the right to establish fees for use of Services, posting a corresponding price list on the Site.

- 12.2. If the Pledge Agreement enters into force, the Creator shall incur the obligation to pay Hooandja a fee for posting the Project, which is seven per cent (7%) of the total amount of Pledges raised for the Project. Hooandja shall invoice the Creator for the fee and it is payable within 30 days as of the date of the invoice.
- 12.3. In case of late payment, Hooandja shall be entitled to demand late interest from the Creator at the interest rate per annum (365 days) specified in subsection 113 (1) of the Law of Obligations Act for each day of delay until the obligation is discharged in full.
- 12.4. Hooandja shall have the right, but not an obligation, to withhold the Project posting fee payable to Hooandja by the Creator from the amount of Pledges transferred to the Creator's bank account.

### **13. Content**

- 13.1. Hooandja shall treat the User as a publisher of Content.
- 13.2. If the User adds Content to the Site, User must ensure that it is accurate, correct, complete and relevant and in conformity with the Agreement, Terms of Use, good practices applicable on the Site and legal acts. Among other things, this means, that Content is not allowed on the Site if:
  - 13.2.1. it contravenes general moral norms and ethical principles (such as pornography, promotion of violence or cruelty, obscenities etc);
  - 13.2.2. it violates prohibition on unfair competition (contains misleading information, disparages competitor's goods or services etc);
  - 13.2.3. there is no consent from the intellectual property rights holder to use the intellectual property rights in the Content (for example, author, performer, licensee, employer, database compiler, phonogram producer, producer, issuer/publisher, trade mark owner or legal successor);
  - 13.2.4. it contains values the goal of which is to defame the name and reputation of another person, to humiliate, mock or insult another person (such as libel and slander, instigating disputes, irrelevant arguments or arbitrary action, incitement to persecution and hatred, persecution and discrimination on any circumstances);
  - 13.2.5. it contains personal data without consent from the data subject;
  - 13.2.6. it contains confidential information without permission from the person with regard to whom the duty of confidentiality was taken;
  - 13.2.7. it contains viruses or other computer programs or files that harm or in some other way disrupt the ordinary operation of the Site or which become saved on the computers of Hooandja or Users and disrupt or harm their ordinary functioning.
- 13.3. If the Project description contains the work of one or more common authors (co-authors or joint authors), collective work, audiovisual work (film, video etc), performance, phonogram, database, collection or other copyrighted Content, the Creator shall ensure that it has acquired or licensed all of the copyrights necessary for use of the Content from the owners of the relevant rights and obtained consent from them for using the Content for posting the Project on the Site.
- 13.4. If the holder of the intellectual property rights to the Content is a member of any organization that collectively represents authors or performers or has entered into a representation contract with a corresponding agency or other similar representative organization that has any intellectual property rights with regard to the Content or which has the right to represent the abovementioned persons in connection with the exercise of their intellectual property rights with regard to the Content, the Creator must ensure that it has entered into the necessary agreements with the organization allowing the relevant Content to be used for posting the Project on the Site.

### **14. Intellectual property**

- 14.1. The Site, Services, Content and any parts thereof may be protected by intellectual property rights that belong to Hooandja, its partners, the Creator, Executors, other Users or third parties.
- 14.2. Unless agreed and stated otherwise, the Site, and Content available via the Site, have been licensed under the Creative Commons public licence Attribution-NonCommercial-ShareAlike 3.0 Estonia; CC BY-NC-SA 3.0 EE worldwide, the conditions of which are available in Estonian here: <http://creativecommons.org/licenses/by-nc-sa/3.0/ee/>. That means that:
  - 14.2.1. Hooandja allows all persons to use the copyrighted parts of Content added by Hooandja and the Site on the basis of an irrevocable worldwide non-exclusive free licence pursuant to the

- conditions of Attribution-NonCommercial-ShareAlike 3.0 Estonia; CC BY-NC-SA 3.0 EE;
- 14.2.2.** The Creator and Executors allow all persons to use the Project description and copyrighted parts of other Content added by them on the basis of an irrevocable worldwide non-exclusive free licence pursuant to the conditions of Attribution-NonCommercial-ShareAlike 3.0 Estonia; CC BY-NC-SA 3.0 EE;
- 14.2.3.** All other Users shall allow all persons to use the copyrighted parts of Content added by Hooandja and the Site on the basis of an irrevocable worldwide non-exclusive free licence pursuant to the conditions of Attribution-NonCommercial-ShareAlike 3.0 Estonia; CC BY-NC-SA 3.0 EE.
- 14.3.** Upon entering into the Agreement, the Creator, Executors and other Users grant consent for licensing Content pursuant to the conditions of Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Estonia; CC BY-NC-SA 3.0 EE. If any of them do not wish to license the Content on the basis of said licence, Hooandja must be notified thereof in advance and the terms and conditions of the preferred licence communicated. Upon agreement between the Parties, Content can also be licensed via the Site on other conditions.
- 14.4.** In doing so, Hooandja, the Creator, Executors and other Users are obliged to ensure that they do not add to the Site Content for which they lack consent from the relevant intellectual property rights holder or the intellectual property rights holder of which has not granted consent for licensing the Content on the basis of Creative Commons public licence Attribution-NonCommercial-ShareAlike 3.0 Estonia; CC BY-NC-SA 3.0 EE worldwide.
- 14.5.** The aforementioned Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Estonia; CC BY-NC-SA 3.0 EE licence shall not apply to Outcomes and Rewards or to the software, database and other technical solutions that underlie the functioning of the Site.
- 14.6.** In addition to the above, the Creator shall grant Hooandja a free worldwide non-exclusive licence to allow Content added to the Site by the Creator for introducing the Project to be used for the purpose of introducing the Site or Services from the time that the Content is added to the Site until the expiry of the validity of the relevant rights. The Creator shall ensure that it has acquired or licensed all of the intellectual property rights needed to use the Content from the holders of the relevant intellectual property rights and received consent from them to use the material for the purposes of introduction and marketing of the Site. In doing so, Hooandja must, in using the said Content, properly credit its authors or other holders of rights in the same manner in which they were credited on the Site by the Creator, unless agreed otherwise. The licence shall entitle Hooandja to the following:
- 14.6.1. Sub-licensing:** right to grant sub-licenses to any third parties on the same conditions as those governing this licence;
- 14.6.2. New means of use:** right to use the Content added to the Site by a Creator for introducing a Project on any new platforms, and in any new technologies or any new forms of service provision that Hooandja may integrate with the Site in future;
- 14.6.3. Copying and reproduction:** right to make and store copies of the Content in any form;
- 14.6.4. Distribution:** right to disclose in any manner, right to display (including directly to the public or by way of film, slide, TV or any other technical means or process), transmit (including by way of radio, TV and satellite and cable network, as well as to direct the work to the public by the means of other equipment), to make it available to the public (transmit over the Internet and other means so that persons are able to use it at an individually selected time and place).
- 14.6.5. Processing:** right to translate, alter, adapt, add other objects protected by intellectual property rights, systematize and consolidate into collections (including analyze and re-organize Content, add Content to database and compile and issue collections of Content).
- 14.7.** If the Creator wishes to use the assistance of Hooandja in creating Content, such as to make a video to be added to the Project description, the Creator and Hooandja shall enter into a separate agreement in this regard. Unless agreed otherwise in this Agreement, the Creator shall ensure that Hooandja has, hereunder, the same rights as in the clause 14.6.
- 15. Maintenance and development**
- 15.1.** Hooandja may suspend (permanently or temporarily), at its own discretion, provision of Services to User for performance of maintenance or development work, providing at least three days advance notice via the Site.
- 15.2.** If the maintenance work may have a harmful impact on the raising of Pledges during the Pledge Period, Hooandja shall have the right to extend the Pledge Period by the amount of time spent on the maintenance work.



**15.3.** Hooandja shall not be liable for any delays, downtime or other losses caused in the Site or Services by the maintenance work regarding which advance notice was given.

## **16. Hooandja's legal remedies**

**16.1.** Hooandja has the right to check Content added to the site by User and the User's operations on the Site.

**16.2.** Hooandja is not obliged to track Users' activity or information or Content transmitted in or via the Site, or saved to cache or drive. Hooandja does not have to search for facts or circumstances indicative of illegal activity. At the same time, under the Information Society Services Act, Hooandja has the obligation to notify the competent supervisory bodies of possible illegal activity or potentially unlawful information and to disclose the identity of Users to which it provides data storage service.

**16.3.** If the User violates the Agreement, Terms of Use, the good practices applicable on the Site or legal acts, or the Pledge Agreement, Hooandja shall have the right:

**16.3.1.** to notify the User of the violation;

**16.3.2.** to demand that the User cease violation and bring its behaviour or Content into conformity with the Agreement, Terms of Use, good practices applicable on the Site, Pledge Agreement and legal acts;

**16.3.3.** to restrict User's privileges to use the Site or Services, including to block the User Account;

**16.3.4.** block access to the Site, Services or any part thereof from the IP address of a computer of the User or an individual using the Site or Services on his or her behalf;

**16.3.5.** to decline to add, publish or otherwise intermediate non-compliant Content on the Site;

**16.3.6.** to modify or delete non-compliant Content or part thereof to the extent necessary for bringing Content into conformity with Agreement, Terms of Use or legal acts, unless it were to materially distort the Content or render it incomprehensible;

**16.3.7.** to remove from the Site, block access to, or delete non-compliant Content;

**16.3.8.** to provide a reasonable additional term for eliminating the violation and, if the violation is not eliminated, to terminate the Agreement;

**16.3.9.** to publish the User's data on a list of debtors on the Site and/or other public list of debtors, to transfer the right of claim to a collection agency or other third party, to bring a claim for the indebtedness in court.

**16.4.** If the User repeatedly or otherwise materially violates the Terms of Use, Hooandja has the right:

**16.4.1.** to prohibit the User from using the entire Site or Services;

**16.4.2.** to delete the User Account;

**16.4.3.** to delete non-compliant Content permanently;

**16.4.4.** to permanently block access to the Site or any part thereof from the IP address of a computer of the User or an individual using the Site or Services on his or her behalf;

**16.4.5.** to terminate the Agreement without advance notice;

**16.4.6.** to publish on the Site and elsewhere the User's data and information on User's violation.

**16.5.** Hooandja may cease implementation of legal remedies if compelling evidence regarding lack of violation are presented to Hooandja.

**16.6.** Hooandja may also implement other legal remedies set forth in the Agreement, Terms of Use or legal acts.

**16.7.** If Hooandja applies legal remedies, the User may as a result lose access to the Site, Services, Content, User Account data and any other part of the Site.

## **17. Limitations on Hooandja's liability**

**17.1.** Hooandja is not liable for the following:

**17.1.1.** if the User's wireless communications operator, ISP or other communications or telecom companies fail to enable User access to use of the Site or Services, or for the occurrence of faults or damage in the User's hardware, equipment or software in them, or if the User has selected unsuitable configurations for use of the Site or Services;

**17.1.2.** for negotiations, entering into and performing the Pledge Agreement, including (but not limited to) carrying out the Project, use of Pledge, delivery of Reward and other terms and conditions of the Pledge Agreement, as well as the conformity of Project to the Project description;

**17.1.3.** resolution of disputes arising between Users;

**17.1.4.** the correctness and functioning of the email address associated with User Account or if the

User fails to check for emails received on the email address or has abandoned the address, including if it is not possible to contact the User for delivery of Reward or refund of Pledge made by the User;

- 17.1.5.** if the User's username or password are lost or fall into the hands of unauthorized third parties and consequences of such an event, or if the User has not notified Hooandja that his or her representative no longer has the right to operate in the Site or use Services on behalf of the User and for consequences of such situations, including for damage incurred by the User;
- 17.1.6.** Content added to the Site by the User, published on the Site or otherwise intermediated via the Site, including for the existence of the User's rights of representation, permits and consent necessary for publishing the Project and adding Content to the Site;
- 17.1.7.** offences committed on or via the Site, including ongoing ones, or consequences of offences, which it was not aware of or with regard to which it actively adopted measures to cease violation or eliminate consequences. If Hooandja learns of an offence committed on or via the Site, including an ongoing offence, it shall do everything reasonably to be expected of it to cease such violation and eliminate its consequences;
- 17.1.8.** damage incurred to User or third parties in connection with Hooandja using its legal remedies (such as removing from the Site unlawful Content or blocking User access to Site), if this was necessary due to a complaint lodged with Hooandja regarding violation or due to Hooandja's suspicion of a violation or directly because the Content or User's behaviour is in contravention with the Agreement, Terms of Use, good practice valid on the Site or legal acts. In such a case Hooandja shall not be liable for damage even if the complaint was unjustified and it later turns out it was not a violation;
- 17.1.9.** for non-functioning of Services, Site or any part thereof or other violations due to force majeure. Force majeure shall be considered to be any unforeseeable event beyond the control of Hooandja or User, including fire, explosion, natural disaster, lightning strike, war, decisions of authorities or government bodies, interruption of Internet connection and other technical malfunctions in communication services, cyber attacks etc.
- 17.1.10.** other cases specified in Agreement, Terms of Use or legal acts.

## **18. Final provisions**

- 18.1.** The legal acts of the Republic of Estonia shall be applied to legal relations between User and Hooandja arising from use of Site and Services.
- 18.2.** If a dispute between User and Hooandja cannot be resolved by way of negotiations, the dispute shall be resolved in accordance with procedure prescribed in legislation of the Republic of Estonia, and in the case of a legal person by Harju County Court.
- 18.3.** The User has the right to terminate the Agreement at any time unless set forth otherwise in the Terms of Use. Users who are individuals have right as a consumer to withdraw from the Agreement within 14 days of entering into it.

## **Principles of data protection**

### **1. General**

- 1.1. Hooandja is the data controller of the User's personal data.
- 1.2. Hooandja shall process the User's personal data in conformity with the Personal Data Protection Act, Electronic Communication Act and other legal acts governing processing of personal data.
- 1.3. In the principles of data protection, capitalized terms shall have the same meaning as in the Terms of Use.

### **2. Categories of data**

- 2.1. Hooandja shall receive the following data regarding the User:
  - 2.1.1. **personal data** – data regarding an identified or identifiable natural person in any form (such as name, telephone number and email address);
  - 2.1.2. **traffic data** – other data on how the User uses the Site and Services (such as the version of the operating system used by the User, web browser type, website visit date and time, type and time of query executed);
  - 2.1.3. **social data** – social data regarding communications between User and Hooandja or between Users (such as content of message or email sent);
  - 2.1.4. **preference data** – data on the User's preferences for use of Site (such as User's language preference);
  - 2.1.5. **transaction data** – data on what Services and in what volume the User buys (such as what Projects the User has posted and what Projects the User has made Pledges);
  - 2.1.6. **settlement data** – data on the fees and Pledges paid or payable by the User, User's bank account number and bank.

### **3. Collecting and preserving data**

- 3.1. Hooandja shall receive data regarding the User in two ways:
  - 3.1.1. User transmits the relevant data to Hooandja, for example entering his or her email address;
  - 3.1.2. Hooandja shall itself collect data on the User's behaviour and activities on the Site and use of Services, such as which page on the Site the User visited and what device the User used for that purpose.
- 3.2. Hooandja shall retain data on the User in a form reproducible in writing, but shall excerpt them in other forms if needed.
- 3.3. Hooandja shall retain User data for as long as reasonably necessary for achieving the objectives for which Hooandja has the right to process the data. If the User or Hooandja terminates the Agreement, access to data associated with the User Account shall be closed. If Hooandja has the right to process the data, Hooandja shall retain data received on the User as follows:
  - 3.3.1. Hooandja shall retain personal data for 10 years as of their collection.
  - 3.3.2. traffic and preference data collected as session-based cookies shall be retained by Hooandja only during the corresponding session;
  - 3.3.3. traffic and preference data collected as permanent cookies shall be retained by Hooandja pursuant to Google Analytics conditions (see the section on Cookies);
  - 3.3.4. Hooandja shall retain settlement data for seven years of the end of the financial year in which they were collected;
  - 3.3.5. Hooandja shall retain transaction data and social data for 10 years as of their collection.
  - 3.3.6. Hooandja has the right to use data that was collected for one Service in other Services if the User has accepted the Terms of Use for the relevant Service.

### **4. Purposes of processing data**

- 4.1. Hooandja shall process data regarding the User for the following purposes:
  - 4.1.1. to authenticate the User;
  - 4.1.2. for provision of Services pursuant to the Agreement;
  - 4.1.3. for sending the Hooandja newsletter to the User, if the User has subscribed to the newsletter service;
  - 4.1.4. to assist and advise the User if the User has made a relevant query to Hooandja;
  - 4.1.5. to gather and analyze statistics on visitor traffic to the Site and use of Services;
  - 4.1.6. to perform contractual or legal obligations or to protect rights;

4.1.7. for other purposes regarding which the User shall be notified in a request for separate consent.

## **5. Transmission of data**

5.1. Hooandja shall not forward data received regarding the User to third parties without consent from the User, except on grounds set forth in the Agreement, Terms of Use or legal acts.

5.2. Hooandja may forward data regarding the User only to the following persons:

5.2.1. if Pledge Agreements enter into force, Hooandja shall send the Creator the first and last names of all Backers or the name of the relevant legal person, email address and the amount Pledged;

5.2.2. the name of Backer shall be disclosed to the public on the Project page of the Site, unless the Backer wishes to remain anonymous;

5.2.3. the first and last name of the Backer or name of the relevant legal person and email address shall be disclosed to the Backer if the Backer wishes to make inquiries regarding use of the Pledge or wishes to seek refund of the Pledge;

5.2.4. to authorized processors, i.e. persons who process the User's data on behalf of and as authorized by Hooandja for the purpose of provision of Services;

5.2.5. to supervisory, investigative and law enforcement bodies on grounds set forth in legal acts;

5.2.6. to Hooandja's legal advisors, auditors and accountants if necessary for them to perform their obligations to Hooandja and on condition that they keep the relevant data confidential;

5.2.7. to other third parties in anonymized form, so that it would not be possible to identify any User on the basis thereof.

5.3. Hooandja shall not forward to any Creator the bank account details and other settlement data of the Backers.

5.4. If the Backer has not given consent to use the data specified in the clause 5.2.1 for other purposes, the Creator has the right to use them only: (1) for arranging delivery of Reward; (2) to customize the Reward pursuant to the Backer's personal properties, wishes or other conditions so that the Backer could accept it and use it (for example, the right size of T-shirt, agreeing on a time for a dinner or appointment to sit for portrait photo etc);

## **6. Consent for processing of personal data**

6.1. Upon entering into the Agreement, the User must grant consent to Hooandja to process his or her data on the terms and conditions and in the volume specified in these principles. The User has the right to withdraw his or her consent at any time, except for retroactively.

6.2. If the User denies consent for processing data, grants only partial consent or withdraws consent, Hooandja may decline provision of Service to the User in the extent to which it is impossible in the absence of consent from the User.

## **7. User's rights**

7.1. The user has the right:

7.1.1. to receive from Hooandja personal data on him or herself;

7.1.2. to demand that Hooandja correct incorrect personal data;

7.1.3. to demand that Hooandja cease processing personal data, cease enabling access to personal data and delete or close access to personal data;

7.1.4. to contact the Data Protection Inspectorate or a court if no other procedure for challenges is set forth in legislation;

7.1.5. if the User has exercised with respect to Hooandja a right specified in the clause 7.1.3, and it is not possible to provide Services to the User without such data, the User shall be considered to have therewith filed a request to unilaterally terminate the Agreement. In such a case, Hooandja has the right to cease provision of the relevant Services to the user.

## **8. Cookies**

8.1. Cookies are small text files installed on to the User's computer from web pages visited by the User. Hooandja uses the following cookies:

8.1.1. **Google Analytics** – Cookies are used for saving information on how Users use the Site, such as what time the visit to a Site page took place, whether the visitor has visited the page previously and from what website it arrived on the Site page. These cookies do not gather information allowing to identify the User, and thus Hooandja does not ask for separate consent to use the cookies. The purpose of these cookies is to analyze the usefulness of the Site for Users. For more detailed information on Google Analytics cookies, please read the principles of Google Analytics data safeguards at <http://www.google.com/analytics/learn/privacy.html>

**9. Third parties**

- 9.1.** Hooandja offers Users the option of logging in and authenticating Users via Facebook application. Hooandja shall not post to the User's Facebook account in the User' name. For more detailed information on use of data from Facebook app, please read the principles of Facebook data safeguards at <https://www.facebook.com/about/privacy>
- 9.2.** Hooandja uses the MailChimp application for subscription and delivery of news and newsletter and gathering and analysis of statistical information on subscribers. For more details on use of data, please read the principles of Mailchimp's data safeguards at <http://mailchimp.com/legal/privacy/>
- 9.3.** Hooandja uses the Google Analytics application to analyze User traffic data. For more detailed information on use of the data, please read the principles of Google Analytics data safeguards at <http://www.google.com/analytics/learn/privacy.html>

**10. Links**

- 10.1.** Hooandja and Users may publish links to third-party websites on the Site. Hooandja cannot ensure protection of User data on websites belonging to or administered by third parties.
- 10.2.** Third-party websites may have principles on data collection, transmission and processing that are different from those of the Terms of Use and Hooandja cannot verify the adherence to the principles. Hooandja is not responsible for the content of and operations performed on third-party websites or conventions, rules or principles applicable on such sites.
- 10.3.** The User is obliged to familiarize him or herself with the conventions, rules and principles applicable on third-party websites.