

Terms and Conditions

Thank you for using Iduka's website (the "Site") and the services operate by Iduka through the Site (the "Service," as further defined below)!

BY USING OUR SITE YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT, SO PLEASE TAKE A FEW MINUTES TO CAREFULLY READ AND REVIEW THE FOLLOWING TERMS OF USE ('TERMS').

1. Introduction

We are an online Crowdfunding platform created to finance post-secondary education.

1.1 Purpose

Our mission is to promote post-secondary education microfinancing as a means to increase employment, stimulate entrepreneurship, and guarantee self-reliance. Our services are designed to allow students to create Crowdfunding campaigns and to enable you and millions of other users to invest in these students, mentor, and collaborate to promote post-secondary education around the world.

The Service is a platform that permits users who have registered with Iduka ("Users") to: (i) create User profiles ("Student Profiles") from which Students from around the world can launch fundraising campaigns ("Campaigns") in order to "crowdfund" their various post-secondary education needs from other Users ("Gifters"); and (ii) create User profiles ("Gifter Profiles") from which Users can mentor and finance Students, virtual volunteer their time and skills, and collaborate with other Users in order to promote post-secondary education.

For purposes of these terms, Users who start Crowdfunding campaigns through the Service are referred to as "Students," while Users who pledge funds or contribute financially towards a particular Campaign are referred to as "Gifters." Users who provide professional counseling to students may also be known as "Mentors." The term "Campaign" means any student fundraising campaign approved by Iduka and posted on Iduka's website. The term "Content" means any content including but not limited to profile related information, videos, audio clips, text, software, pictures and other features and information which Iduka has made available as part of the Services, including content which you have uploaded to the Site in accordance with the Terms. The "Site" means: <http://iduka.org>.

Iduka considers that these Terms, together with Iduka's Privacy Policy and your completed online request to register, constitute the whole agreement between you and Iduka.

1.2. Who We Are. The site is owned by Iduka, a Portuguese nonprofit organization (“Iduka”, “we”, “us”, “our”), whose registered office and main mailing address is Quinta Monte Alegre, 7, Gâmbia, 2910-221 Setúbal, Portugal.

1.3. Accepting the Terms

When you use our Services, you are entering into a legal agreement to all of these terms.

You also agree to our Privacy Policy, which covers how we collect, use, share, and store your personal information.

In order to use the Services, you must firstly agree to the Terms. By using the Site, accessing or using our services (including our related mobile apps, developer platforms, or any content or information as part of these services, collectively, “Services”), you confirm that you accept the Terms and that you agree to comply with them, even if you are using our Services on behalf of a company, education institution, company, or any other organization. If you reside in the United States, your agreement is with Iduka Corporation and if you reside outside the United States, your agreement is with Iduka Portugal (each, “Iduka” or “we”).

If you do not agree to the Terms, you must not use the Site or otherwise use the Services. You can accept the Terms by actually using the Services. Accordingly, you understand and agree that Iduka will treat your use of the Services as acceptance of the Terms from that point onwards. The Services are offered subject to your acceptance of the Terms, which also incorporate the Privacy Policy, and all other operating rules, policies and procedures that may be published from time to time on the Site by Iduka, each of which is incorporated by reference and each of which may be updated by Iduka from time to time without notice to you. In the event of any inconsistency or conflict between the Terms, the Privacy Policy and your completed online request to register, the Terms shall have priority.

For the steps you need to take to register your Crowdfunding campaigns or financially support campaigns with Iduka, please see our FAQs.

1.4. Changes to the Terms

Iduka reserves the right to alter or replace the Terms, or to change, suspend or discontinue the Services at any time, by posting on the Site or by sending you an email. You agree that Iduka may limit the Services or restrict your access to parts or all of the Services without notice or liability. It is your responsibility to check the Terms periodically for changes, as they are binding on you. You agree that in continuing to use the Services following the posting of any changes to the Terms such continued use constitutes acceptance of those changes.

2. Obligations

Make sure you're eligible to enter into this Agreement and you are at least 16 years old. You may not use the site if you're not our minimum age or of legal age to use our Site and Services in the country of your residence.

2.1. Service Eligibility

The Services are available only to individuals who represent and warrant they: (1) are at least 16 years old; (2) only have one account; and (3) have not been prohibited by Iduka from using the Services. However, if the law requires that you must be older than 16 years of age to use the Services, then the minimum age is such older age to form a binding contract and use the Services.

2.2. Your Membership

You understand that you are responsible for and agree to: (1) maintain the confidentiality of passwords associated with your account to access the Services; and that (2) you must not disclose this information to any third party, nor share your account with anyone; accordingly (3) you also agree that you are solely responsible for all activities that occur under your account unless you close it or report misuse; and (4) that you will follow the law and the Rules of Conduct below.

If you become aware of any unauthorized use of your password or of your account, you agree to notify Iduka immediately by email to tns@iduka.org.

2.3. Iduka's Rules of Conduct

You agree to use the Site and all Services responsibly and legally and not to use the Services for any purpose that is prohibited by the Terms. You are responsible for all of your activity in connection with the Services.

Under the Terms you agree that you will not:

- use false, misleading or inaccurate content;
- act in an obscene, abusive, offensive, discriminatory, or unlawful way, including posting inappropriate, inaccurate, or objectionable content;
- create a false identity on Iduka's platform;
- use an image that is not your likeness for your profile or an avatar that is not provided by Iduka;
- use or attempt to use another person's account;
- send messages that constitute spam, junk mail or advertising which has not been authorized in writing by Iduka;

- scrape or copy profiles and information of others through any means, including the use of crawlers, browser plugins and add-ons, and any other technology or manual work;
- use software viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful interfering with, damaging or destroying the proper function of the Services; or
- impersonate any person or entity, including any employee or representative of Iduka.
- violate any patent, trademark, trade secrets, copyright, right of publicity or other such proprietary rights of any other person or entity or violate any law intellectual property law or contractual duty.

Additionally, you agree not to:

- take any action that imposes or may impose (as determined by Iduka in its sole discretion) an unreasonable or disproportionately load on Iduka's (or its third party providers') infrastructure;
- interfere with or disrupt the Services (or the servers and networks which are connected to the Services), including (but not limited to) attacking the Site via a denial-of-service attack or a distributed denial-of service attack;
- access (or attempt to access) the Services by any means except through the interfaces expressly provided by Iduka, unless you have been specifically allowed to do so in a separate agreement with Iduka. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and agree not to run any form of spam or auto-responder on the Services.
- override any security feature of the Services.

You are responsible for configuring your information technology, computer programs and platform in order to access the Site. You should use your own virus protection software.

2.4. Terms which apply to Students only

Iduka acts as an intermediary between Students and Gifters and other users of the Site.

When you register a Profile and start a Crowdfunding Campaign with Iduka, you represent, warrant and undertake to Iduka and all users of the Site that:

- you are attending or are applying to attend a post-secondary education institution;
- you are 16 years of age or older;
- you are the person benefiting from the Crowdfunding Campaign;
- you will obtain, maintain and renew (as applicable) any necessary approval, authority, consent, license or any other permissions in relation to your use of the Services to achieve funding for the Crowdfunding Campaign and comply with all applicable general laws, and any regulations particular to Iduka, including, but not limited to, training workshops, mentoring sessions, and all volunteer assignments you commit to as part of Iduka's pay-it forward program;
- you will disclose your school grades to Iduka and to all Gifters who pledged any assistance to you through the Services, including those who funded your Iduka Crowdfunding Campaign;
- you will apply all Gifter monies received in accordance with the Crowdfunding Campaign's stated aims and the terms of the contract you have with Iduka;
- you will not misuse any financial assistance received from Iduka, including not using any Gifter monies for purposes which are not stated aims of the Crowdfunding Campaign and the terms of the contract you have with Iduka;
- you will create a LinkedIn account and comply with all associated terms and procedures set forth by its User Agreement, including LinkedIn "DOs" and "DON'Ts".

2.5. Terms which apply to Gifters only

Iduka acts as an intermediary between Gifters and Students and other users of the Site.

When you register a Profile and start using Iduka's Crowdfunding platform to invest in students' and Iduka's campaigns, you represent, warrant and undertake to Iduka that:

- by donating money through the site, you represent and warrant that any donation you make is legal in your jurisdiction and that you are the authorized signer on the account used to make the payment method you have selected. Furthermore, you agree and acknowledge that: i) designated donation and transaction fees will

be charged to the credit or debit card or other payment method you use through PayPal; ii) all donations are final and non-refundable.

- all donations are at your own risk and discretion. Please make sure that when you donate to a given student or campaign, you understand how your money will be used. Iduka does not warrant that funds donated to students will be used for any particular purpose and is not responsible for any misuse of the funds by the student.
- all donations are unrestricted and you authorize Iduka to disburse your donations as it sees fit and are not permitted to impose restrictions on the use of donated funds. To the extent that a donation is made in response to an appeal for a particular campaign, or to the extent that the Gifter purports to direct the use of donated funds by a specific beneficiary, any such directions shall constitute non-binding recommendations only and Iduka shall have full discretion to determine how all donated funds will be used.
- Iduka has selected PayPal to process donations made through the site. When PayPal processes a donation through the site, Iduka does not collect or store your credit or debit card or other payment method information. All donations are processed by PayPal and are governed by the [PayPal User Agreement](#) and [PayPal Privacy Policy](#).
- Iduka makes no representation as to whether all or any portion of your donations, including, if any, transactions fees, are tax deductible or eligible for tax credits in your jurisdiction; and will have no liability for any claim by any federal, state, national, provincial, territorial, local or any other tax authority with respect to your donations. We advise you to consult with your tax advisor as to the amount of your donation that is tax deductible or eligible for tax credit.
- Gifters shall provide Iduka with such information as is required to enable issuing of an official donation receipt.

2.6. Notification Policy

You consent to receiving from us all communications including notices, agreements, legally required disclosures or other information in connection with the Services electronically, via telephone, mobile phone, or mail. These Terms apply to mobile applications as well. Also, you agree certain additional information can be shared with us.

If you desire to withdraw your consent to receive our notices electronically, you must discontinue your use of both the Site and the Services.

You agree that we may provide notices to you in the following ways: (1) an e-mail sent to an e-mail address you provided; or (2) through any other means including telephone,

mobile phone, VoIP, Skype, or postal mail; or (3) banner notices posted on the Site or mobile apps.

3. Content

3.1. Rights and Limits

You own all of the content and personal information you submit or post to the Services, but you also grant Iduka a non-exclusive license to use it.

You acknowledge that all Content which you may have access to as part of, or through your use of, our Services are the sole responsibility of the user from which such content originated. Therefore, you own all of the content and personal information that you submit, display, or post to the Services and you are only granting Iduka the following non-exclusive license to use your Content: A perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable right to use, copy, reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute and process any information and content which you submit, post, or display on, or through, the Services, without any further consent, notice and/or compensation to you or others. This license is for the sole purpose of enabling Iduka to display, distribute and promote the Services. Additionally, you agree that Iduka may access, store, and use the Content and any personal information that you provide in accordance with the Terms of the Privacy Policy.

Furthermore, you understand that Iduka, in performing the required technical steps to provide the Services to our other users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Iduka to take these actions.

You confirm and warrant to Iduka that you have all the rights, power and authority necessary to grant the above license.

These rights are limited in the following ways: (1) you can end this license for specific content by deleting such content from the Services, or by closing your account, except (a) to the extent you shared it with others as part of the Services and they have copied or stored it; and (b) for the reasonable time it takes us to remove it from backup and other systems; (2) We may edit and format your content (such as translating it, modifying the size, layout or file type or removing metadata), but will not modify its original meaning without your consent.

You agree to only provide Content or personal information that is truthful and that does not violate the law nor any intellectual property rights. You should also be aware that Content presented to you as part of the Services may be protected by intellectual property rights which are owned by those who provide Content to Iduka (or by other persons, companies, and any organization, or institution).

Iduka reserves the right to pre-screen, review, edit, flag, filter, modify, refuse or remove any or all Content from any part of the Services at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties, authorities or by law in certain countries), but has no obligation to monitor the Services or the Content users submit or post through the Services.

You may not (and you may not permit anyone else to) copy, modify, rent, lease, loan, sell, distribute or create derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of any part of the Services (either in whole or in part) unless you have been given permission in writing that you may do so by Iduka or by the owners of that Content, in a separate agreement, or unless this is expressly permitted or required by law.

You agree that you are solely responsible for (and that Iduka has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Iduka may suffer) by doing so. In particular, Iduka will not be responsible, or liable to any third party, for the content or accuracy of any Content submitted or posted by you or by any other user of the Services.

The views expressed by other users on the Services do not represent Iduka's views or values.

3.2. Content License from Iduka

Iduka gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Content provided to you by Iduka as part of the Services. This license is for the sole purpose of enabling you to use the Services as provided by Iduka, in the manner permitted by the Terms. The use, reproduction, modification, distribution or storage of any part of the Services (including any Content), other than for personal, non-commercial use is expressly prohibited without prior written permission from Iduka.

3.3. Third-party Content, Websites and Apps

The Services may contain links to other websites, and other websites may contain links to our Site. You acknowledge that Iduka is not responsible or liable for the content or information on pages that are linked from the Site or the Services by you, other users and third parties. You are responsible for deciding if you grant access or use third party apps or websites that link from our Site or Services and may use them at your own risk. The fact that Iduka provides links to certain third party websites does not in any way constitute endorsement of or any association with such websites by Iduka, unless stated otherwise.

We encourage you to review the privacy policies posted on linked sites if you opt to give them your personal information.

We will not disclose your information to any of the websites linked to/from this Site or the Services, unless you allow a third party app or site to authenticate you or connect with your Iduka account.

3.3. Venue Only. The Site and the Services act as an online venue and platform only. Iduka has no control over any aspects of any Student Crowdfunding Campaigns or User Profiles, the truth or accuracy of such Campaigns or Student Profiles, the identity of the Student profiles or any other Users, or the ability of the Student to complete or perform a particular volunteer program as part of program.

Student Crowdfunding Campaigns, User Profiles, or any other material or content posted on the Site or through the Services in connection with a Campaign does not imply and should not be considered an endorsement by Iduka.

4. Privacy Policy. Our Privacy Policy describes our privacy practices. You should review the Privacy Policy because it describes the information that we collect, how we collect it, and what we do with the information we collect.

5. Functionality and Availability. We may change, suspend, or discontinue any of our Services at any time and without notice.

You agree that Iduka has no obligation to store, maintain or provide you a copy of any content or information that you or others submit or post through the Services, except to the extent required by applicable law.

You may use the Site and the Services, subject to and in accordance with these Terms, when and as available. Although we generally intend for the Site and the Services to be available on an uninterrupted basis, it will not always be available (e.g., during maintenance, changes, outages and for other reasons unforeseeable reason).

6. Linking to the Site

You may link to any page of the Site, provided you do so in a way that is fair and legal and does not damage Iduka's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Iduka's part where none exists. You must not establish a link to the Site in any website that is not owned by you. Iduka reserves the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Content requirements set out in these Terms. If you wish to make any use of content on the Site other than that set out above, please contact communications@iduka.org.

7. Termination.

You and Iduka can terminate the agreement set by these Terms at any time.

On termination, you lose the right to access or use the Services. The following shall survive termination: (1) Users' and Guests' rights to further re-share any content and

personal information you shared through the Services to the extent copied or re-shared prior to termination; and (2) Sections x and x of these Terms.

Additionally, we reserve the right to: (1) change or eliminate and restrict or block access to all or any part of the Site or the Services from time to time without notice to you, in our discretion and for any reason, without liability to you or to any third party; and (2) change the eligibility criteria at any time without notice and for any reason.

You can visit our FAQ to learn how to close your Iduka Account.

8. Disclaimer of Liability

You agree and acknowledge that Iduka has no special relationship with or fiduciary duty to you. To the extent allowed under the law, Iduka (and those that Iduka works with to provide the Services) cannot control, nor has it any obligation to act in relation to:

- the way in which you utilize the Content;
- what Content (including accuracy of data) you access via the Site or Services;
- the impact the Services (including Content and Information), may or may not have on you;
- which users gain access to the Site or Services; or
- what actions you may take as a result of having been exposed to the Content.

Iduka does not guarantee that the Site and Services, or any Content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. Iduka may suspend, withdraw, discontinue or change all or any part of the Site without notice. Iduka will not be liable to you if for any reason the Site and Services are unavailable at any time or for any period.

The Services are provided "As Is" and "As Available" and are without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed.

Iduka, and its directors, employees, agents, suppliers, partners and content providers do not warrant that: (1) the Services will be secure or available at any particular time or location; (2) the Site, or any Content on it, will be free from errors or omissions; (3) the Content on the Site is accurate, complete or up-to-date; (4) any defects or errors will be corrected; (5) any content or software available at or through the Services is free of viruses or other harmful components; or (6) the results of using the Services will meet your requirements. Your use of the Services is solely at your own risk.

9. Limitation of Liability

Whether you are a Student or a Gifter, you agree not to use the Site and Services for any commercial or business purposes, and Iduka has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Iduka are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of Iduka's breach of the Terms or if it was contemplated by you and Iduka at the time we entered into this contract. Iduka shall not be liable for any damage whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site;
- use of or reliance on any Content displayed on the Site;
- data loss, cost of procurement of substitute goods or services, substitute goods or services (however arising); or
- a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

10. Indemnification

In the event that any action you take in relation to the Services constitutes an infringement by you or anyone else using your account of any intellectual property rights whatsoever, or constitutes defamation or the abuse of another user's privacy, or if you are a Student and you fail to make any refund which should be made resulting in Iduka suffering reputational or other damage, and such action results in claims, liabilities and expenses relating to such action, you shall defend, indemnify and hold unaccountable Iduka, its employees, directors and all other parties associated with Iduka from such claims, liabilities and expenses. This means you will be responsible for any loss or damage which Iduka suffers as a result of any such action. Iduka reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate fully with Iduka in asserting any available defenses.

11. General legal terms

You agree that Iduka may provide you with notices, including those regarding changes to the Terms, by e-mail, regular mail, or postings on the Services, and we agree that changes cannot be retroactive. If you don't agree to these changes, you must close your account and stop using the Services.

Iduka may transfer its rights and obligations under the Terms to another organization, and Iduka will always notify you in writing if this happens, but this will not affect your rights or Iduka's obligations under the Terms.

You agree that if Iduka does not exercise or enforce, or delays in exercising or enforcing, any legal right or remedy which is contained in the Terms (or which Iduka has the benefit of under any applicable law), that does not mean that Iduka has waived its right to enforce the Terms of this contract and that those rights or remedies will still be available to Iduka (and does not mean that you do not have to comply with your obligations). If Iduka does waive a default by you, Iduka will only do so in writing, and that will not mean that Iduka will automatically waive any later default by you.

This contract is between you and Iduka. A person who is not a party to the Terms has no right to rely on or enforce any of the Terms.

Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

You agree that the only way to provide us legal notice is at the addresses provided in Section 12.

12. How To Contact Us

If you wish to make an inquiry or complaint, please contact us:

Online at <https://iduka.org/contact>

By mail at Quinta Monte Alegre, 7, Gâmbia, 2910-221 Setúbal, Portugal

By email at help@iduka.org

If you have any questions about these terms, please contact us at contact@iduka.org.