

Terms and Conditions governing the use of this website and donation payments

IMPACT direct is a foundation (“stichting”) established under Dutch law on 12 June 2020. We are registered with the Chamber of Commerce under number **78278937**, and our registered office is in Weurt (gemeente Beuningen). You can contact us at info@impactdirect.eu.

These Terms and Conditions govern the use of our website (www.impactdirect.eu) and each use you make of the donation payment services provided through the website. These Terms and Conditions can be accessed at all times on our website.

WE REQUEST YOU TO READ THIS DOCUMENT CAREFULLY BEFORE MAKING USE OF OUR SERVICES, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE TERMS AND CONDITIONS ARE BINDING.

The Terms and Conditions herewith apply to all users of the IMPACT direct website and its donation payment services. By using impactdirect.eu in any manner, you declare having read and agreed to these Terms and Conditions and accepted our [Privacy Policy](#).

By agreeing to this online agreement, you accept to be bound by all Terms and Conditions in full. If you disagree with any part of these Terms and Conditions, you must not use our website.

Please note that our Services are available only to individuals that can form legally binding contracts under applicable law. Although the general information on our website is suitable for users of any age, you must be over 18 years to use the Services and the payment methods displayed on our website.

Glossary of terms used

IMPACT direct Foundation

That’s us! iMPACT direct aims to contribute to the impact of African NGOs in a way that is faster, cheaper and more effective

Donor

A person or a legal entity who makes a donation through the IMPACT direct website, thereby contributing to one or more of our fundraising appeals.

Recipient Non-Governmental Organisations (NGOs)

Organisations that will receive the donations made through our website. The NGOs presented on this website are the final beneficiaries of the donations, and they will use this money to enhance their impact in the communities in which they work.

Partners

Partner organisations with whom iMPACT direct works with to establish a faster, cheaper and more effective donation process. Partners are mentioned on our website.

Donation

Money allocated to the NGOs listed on our website. Allocations can be made to one, several or all NGOs listed on our website (donors can choose to make a general donation or a specific donation).

Currency of the donations

Each donation will be made in EURO. Should you use another currency, the corresponding exchange rate will be determined by a Payment Institution and notified to you before completing the transaction.

Confirmation message

This is the message you will receive from us after making a donation or subscribing to a successive donation. The message will clearly state how much you have donated, and for successive donations, the frequency of upcoming payments.

Fundraising appeal

Fundraising campaign with an official start and end date, during which time donations can be made to all or one of the NGOs presented on the IMPACT direct website.

Start date

Start date of a Fundraising Appeal: first day on which donations can be issued through our website for a specific fundraising appeal.

End date

End date (closing) of a Fundraising Appeal. On this date, 95% of the total amount donated to each listed NGO during the fundraising appeal, is disbursed accordingly to each NGO. Transfers made by IMPACT direct to the recipient NGOs are done in bulk, to save costs.

Implementation period

The period of time during which recipient NGOs will use the donations to undertake activities that will enhance their impact, as described on our website.

Website

This refers to the website managed by the IMPACT direct

Foundation: www.impactdirect.eu and any other subsequent website set up for the same purpose.

www.impactdirect.eu is designed by CAPREA MEDIA B.V. (a Dutch company registered with the Chamber of Commerce in Hilversum under number 32056224, whom you can contact at info@caprea-media.nl.)

Updates

Recipient NGOs will provide general updates on their work and the context in which they operate, as well as updates on the use of funds received through IMPACT direct fundraising appeals (during the successive planning, implementation and reporting phases of relevant activities).

1. Donating through iMPACT direct

1.1 Donation process

- a) Between the Start Date and End Date, donors can select an NGO to donate to or instead make a general donation that will be distributed equally among listed NGOs. Each donor will decide how much to donate. There is no prescribed minimum or maximum amount. The Start and End Date will be clearly mentioned in the iMPACT direct communications.
- b) On the End Date, 95% of the total amount donated during the fundraising appeal is transferred (pro-rata) to the respective NGOs. If the fundraising target amount is not reached, 95% of all donations received will still be transferred (pro-rata) to the listed NGOs.
- c) Once the donations are received, recipient NGOs will use the funding to start implementing activities to enhance their impact, in line with the description of their activities on our website. Recipient NGOs will be required to report on the use of these funds (this information will be published under the 'updates' and 'NGO' tabs of our website).

1.2 Specifications

- a) Each Fundraising Appeal shall be open for donations for a specified period - announced on the website - commencing on the Start Date. If, within this term, the target fundraising amount is achieved, the fundraising appeal may continue until the conclusion of the term.
- b) On the End Date, iMPACT direct will bulk transfer 95% of all donations received to the NGOs, in the form of a grant (transfers will be done in bulk to reduce costs and usually take 2 [two] days to process). Each disbursement is an unconditional grant and the NGOs we fund have passed credibility tests.
- c) Should a recipient NGO be dissolved, declare bankruptcy or file for a suspension of payments, iMPACT direct will make all necessary arrangements to redirect the donations to other NGOs in our programme.
- d) If a donation is made in a currency other than EURO, the applicable exchange rate will be that which was established by a Payment Institution on the day of the transaction and communicated to the donor. Donors who pay in currencies others than EURO therefore expose themselves to currency fluctuations.

1.3 iMPACT direct's commitments

iMPACT direct will take all reasonable action to ensure proper management of the resources invested through its website for the purposes set out above.

We, the iMPACT direct team, hereby commit to:

- a) Undertake a careful selection of NGOs that truly create impact in their communities and demonstrate trust, transparency and ethical behaviour.
- b) Transfer 95% of all donations made through our website directly to the NGOs presented on our website.
- c) Use the remaining 5% to cover the costs of this pilot project (e.g. notary and bank transfer fees) and as an investment for any follow-up running costs (e.g. website costs, transfer fees). In the event that iMPACT direct ceases to exist after the pilot, any remaining money on iMPACT direct's bank account will be distributed equally among all the NGOs that participated in the pilot.
- d) Report on our activities and findings in an open and transparent manner, by publishing financial reports and stories on results achieved on our website and/or on related social media accounts.

To ensure the above, iMPACT direct reserves itself the right to:

- e) Delete updates from its website; or to
- f) Delete an NGO from its website

without the need to compensate the NGO, any donors who have funded that NGO, or any other user of this website.

1.4 Rights and responsibilities of donors

By donating through this website, you will contribute to economic development (or poverty reduction), food security and/or or education advancements in Africa, thereby improving the life of others.

In return, you can expect updates and reports (on this website, through newsletters and related social media accounts) from iMPACT direct as well as from the NGO that you supported.

- a) Once you make a donation, you do not have the right to reclaim your money, unless the NGO you donated to ceases to exist, or any other failures on its behalf come to light before the End Date of the relevant fundraising appeal.
- b) As a donor, you are personally responsible for completing your tax returns; however, for guidance on claiming tax deductions for your donations, please email us.
- c) iMPACT direct reserves itself the right to refuse, without explanation, donations that could create a possible conflict with our ethics, values and vision. Donors will have absolutely no right of appeal against such decisions.
- d) As a donor, you are not allowed to transfer your rights and obligations under this Agreement to a third party without the prior written consent of iMPACT direct.

1.5 Selection, rights and responsibilities of participating NGOs

Our beneficiary organisations run sustainable activities in their communities that will go a long way to improving the lives. NGOs selected fulfilled the following criteria:

- NGOs that are officially registered (and comply with local regulations).
- NGOs that have a bank account in the country they work (and had a KYC-check).
- NGOs can show past annual financial reports.
- NGOs are locally-led, locally-found and locally-based.
- NGOs have activities running on one or more of these 3 Sustainable Development Goals (SDGs):
 - Poverty reduction / income generating activities (SDG1)
 - Food security (in combination with climate smart solutions) (SDG 2)
 - Advanced education (for example: adult, vocational or secondary education) (SDG4)
- Donations through iMPACT direct make a significant difference for the NGO's budget, that is why we partner with two types of small NGOs (with annual incomes below €30,000 and those below €100,000)
- NGOs preferably work in remote areas in Africa.
- The initiators started from a great idea for local projects, with own or local resources and can show achieved impact but fail to get (sufficient) resources from granting donors.
- NGOs work with recipients living below the poverty line.
- NGOs value a partnership with us based on equality, trust and transparency, in which we work as a team towards shared objectives and vision.

In addition, the NGOs are (or are willing to):

- Engage their recipients in the planning, implementation and evaluation of projects.
- Show how their project improves lives (facilitated by our application survey, project form and reporting format).
- Are cost-efficient (i.e. budget/lives improved).
- Are transparent by sharing project information, stories and reports on our website and socials.

NGOs will receive unconditional donations through the website from donors from Europe, Africa and possibly from other continents as well in the future.

- a) Recipient NGOs are required to use the donations in a prudent manner to undertake enhance their impact, as outlined on the iMPACT direct website.

Requirements relating to activity presentations, updates and reporting:

- b) Recipient NGOs must provide texts and pictures for a project-page at the iMPACT direct website (upon a format).
- c) Recipient NGOs must co-promote the project with us. We can discuss how you can do that. We require regular updates on their work, including updates on the context of their operations and activity planning and implementation, at our Facebook page or website. Furthermore, you may engage your network or join an online event for potential donors.
- d) Recipient NGOs report within (2) two months of receiving the funds – to keep our supporters updated and engaged. It involves two simple output reports and one outcome report, annually.
- e) Recipient NGOs must own and control all intellectual property rights for the content they provide to us.

Duration of the collaboration:

- f) The collaboration between iMPACT direct and an NGO is intended for a duration of three (3) years. This period can be extended for a further three years upon a decision of iMPACT direct's board with the aim to support the NGOs to become self-sustaining.
- g) Collaboration will be stopped with a one-month notice by either iMPACT direct or the NGO. Reasons to stop collaboration include not keeping to agreements, (a strong suspicion of) a misuse of funds, or not realising the sustainable impact.

2. Limitations and exclusions of liability

Although we take all appropriate measures to facilitate impactful donations to African NGOs and transparent stories, IMPACT DIRECT IS NOT LIABLE TO YOU FOR CLAIMS OR LIABILITIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE WEBSITE OR SERVICES BY YOU OR BY THIRD PARTIES, REGARDLESS OF WHETHER IMPACT DIRECT HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE RESULTING FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE; EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW.

IF, NOT WITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, IMPACT DIRECT IS FOUND LIABLE, IMPACT DIRECT'S LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO MONEY DAMAGES NOT TO EXCEED €100.

WE DO NOT GUARANTEE THAT THE SITE WILL BE OR REMAIN SECURE, COMPLETE OR CORRECT, THAT THE SITE, THE SERVER THAT MAKES THE SITE AVAILABLE, OR THE SERVICES ARE FREE OF ERRORS, VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS, OR THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED. THE SITE MAY INCLUDE INACCURACIES, ERRORS AND MATERIALS THAT VIOLATE OR CONFLICT WITH THIS AGREEMENT. ADDITIONALLY, IT IS POSSIBLE THAT THIRD PARTIES MIGHT MAKE UNAUTHORIZED ALTERATIONS TO THE SITE.

Final clauses

- a) All content on our website is protected by international copyright laws and other intellectual property rights. Content provided by NGOs for publication on our website and/or social media channels remains the intellectual property of those NGOs. In providing content to IMPACT direct, NGOs grant iMPACT direct an irrevocable and royalty-free licence to use such content for communication and marketing purposes.
- b) These Terms and Conditions shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.
- c) IMPACT direct reserves the right to amend these Terms and Conditions from time to time, at its sole discretion, by posting an announcement of such changes on its website and the revised Terms and Conditions marked to show the date of the revisions. By continuing to use the website after such changes are posted, you acknowledge and agree to be bound by the Terms and Conditions as modified.
- d) These Terms and Conditions have been published on the iMPACT direct Website. Upon request, IMPACT direct will email these to you electronically.
- e) All communication between IMPACT direct and users of its website and services will be strictly undertaken in English.

Applicable Law

These Terms and Conditions are governed by Dutch Law. If you have a complaint regarding our services at IMPACT direct, or a contractual dispute relating to these Terms and Conditions, you must first contact us (info@impactdirect.eu) and the issue will be referred to the dispute resolution committee (overseen by the foundation's Board) for resolution through mediation. Should mediation fail to settle the dispute, the case will be referred to the court of Nijmegen.