

# GENERAL TERMS AND CONDITIONS FOR ONLINE DONATIONS

## Article 1 - Definitions

In these General Terms and Conditions, the following definitions shall apply:

\*Donor\* means any person who provides a Donation to the Institute;

\*Donation\* means any gift of a monetary amount provided to the Institute via an Electronic Form;

\*Institute\*: the JANE GOODALL INSTITUTE BELGIUM, a non-profit association registered in the Crossroads Bank for Enterprises with number 0873.948.719 and registered office at Rue Hogeleest 33, 1120 Brussels;

\*General Conditions\* means the present general conditions of the Institute relating to the Donations;

\*Data\* means the personal data of the Donor communicated by the Donor through an Electronic Form;

\*Electronic Form\* means an electronic form accessible via the Institute's website in which the Donor (i) communicates the Data to the Institute, (ii) determines the amount of the Donation, and (iii) determines the method of payment for the Donation.

\*Privacy Statement\* means the Privacy Statement accessible at <https://www.janegoodall.be/privacy-declaration>.

## Article 2 - Scope of application

Unless expressly agreed otherwise in writing between the Donor and the Institute, these Terms and Conditions shall apply to all Donations.

The Institute reserves the right to amend or supplement these Terms and Conditions, provided it notifies Donors through the website. The amended or supplemented terms and conditions shall apply to Donations made after the date of the amendment or supplement.

If one or more provisions in the General Terms and Conditions are at any time wholly or partially void or annulled, the General Terms and Conditions will otherwise remain in force and the provision concerned will be replaced without delay, in mutual consultation, by a provision that approaches the purport of the original provision as much as possible.

Situations not provided for in the General Terms and Conditions must be assessed in the spirit of these General Terms and Conditions.

Uncertainties about the interpretation or content of one or more provisions of our terms and conditions should be interpreted in the spirit of these General Terms and Conditions.

## Article 3 - Donations

A Donation is at all times without obligation. Once made, a Donation is always final, unless it is terminated in accordance with Article 5 of the General Conditions.

A Donation is always used in the context of certain purposes defined by the Institute. It is possible for the Donor to indicate a preference for which purposes the Donation will be used via [●]. A purpose-specific Donation may not be used (in full) for the chosen purpose. The Institute is free to spend the amount for another purpose. Spending of Donations should always be in line with the overall objectives of the Institute.

The Institute will report Donations received in the annual accounts. This will also show what the received amounts have been spent on.

## Article 4 - Payment

Payment of the Donation will be made through a payment service provider offering an encrypted and secure interface, accessible through an Electronic Form.

If you opt for a recurring Donation, you will be asked on this interface to create a standing order that goes through your bank.

The Donor guarantees that the Data communicated to the Institute is correct. The Donor has the duty to immediately report inaccuracies in payment details provided or mentioned to the Institute.

## Article 5 - Termination

### 5.1 Revocation of a Donation

An executed Donation can only be revoked in accordance with Article 4.173 of the

Civil Code.

## 5.2 Termination of a periodic Donation

In case the Donor opts for a periodic Donation by standing order, the Donor may cancel his/her periodic Donation at any time. To do so, the Donor must (i) discontinue the standing order with the bank and (ii) immediately notify the Institute by email (info@janegoodall.be) of the discontinuation. +

## Article 6 - Protection of personal data

The Institute will collect the Data relating to the Donor and necessary for the realisation of a Donation. Data will be collected via the Electronic Form.

By making the Donation, you accept that your Data will be treated by the Institute for the purpose of realising the Donation. Except with the consent of the Donor, the Data will not be processed for any other purpose.

For more information on how we process Data, please refer to our Privacy Statement.

## Article 7 - Tax treatment

Donations to the Institute are not tax deductible.

## Article 8 - Complaints procedure

In case of complaints about a Donation, the Donor should first turn to the Institute. In the event of a complaint about a Donation, the Donor should make this known within 2 months of the Donation by sending an e-mail to info@janegoodall.be.

Complaints will be dealt with by the Institute within 6 weeks of receipt, after which a response to the assessment of the complaint will be given by e-mail.

If the complaint cannot be resolved by mutual agreement, a dispute arises which is subject to the dispute settlement procedure.

## Article 9 - Applicable law and dispute settlement

Only Belgian law shall apply to a Donation, even if the Donor is resident abroad. Any dispute arising from a Donation falls within the exclusive jurisdiction of the courts of Brussels.