



# HELPDESK MEDIA

## LEGAL NOTICE

This Notice applies to <https://helpdesk.media/> ("Website") operated by:

### Helpdesk Media gUG (haftungsbeschränkt)

Registration address: Mühlen str. 8a, 14167 Berlin, Germany

Registration number: HRB 257156 B

To contact us, please email [donate@helpdesk.media](mailto:donate@helpdesk.media)

Please read this Notice carefully as it contains important information regarding your legal rights and obligations with respect to your use of the Website.

**By using the Website, and the content available via the Website, you signify that you have read, understand and agree to be bound by this Notice in all respects; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the Website.**

## ABOUT THE WEBSITE

The Website provides technical means for making donations to charitable causes.

## YOUR RESPONSIBILITIES

If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old.

If you are using the Website on behalf of a corporation or other organisation, you represent and warrant that you have the ability to agree to this Notice on behalf of such organisation and all references to "you" throughout this Notice will include such organisation, jointly and severally with you personally.

You will use the Websites only for lawful purposes.

You represent and warrant that you and/or the organization you are acting on behalf of:

- (i) act on your own behalf, at your own expense and in your own interest;
- (ii) are not subject to sanctions imposed by Germany, the EU, the US or the UK;
- (iii) are not listed on any government, union, or intergovernmental organisation list of prohibited or restricted parties and are not owned or controlled, directly or indirectly by any such party.

If any applicable law, rule or regulation prohibits you to access the Website, you may not access it. If you nevertheless access or use the Website, you will still be bound to this Notice and shall have all the obligations, responsibilities and liabilities as if you were eligible to do so.

In the event that we become aware that you did not meet the conditions of this provision we have the right to unilaterally, out of court return the donations received from you.

## **DONATIONS**

You can amend the terms of recurring payments (date of withdrawal, its amount) or cancel it at any time by sending an e-mail to [donate@helpdesk.media](mailto:donate@helpdesk.media).

In case of an erroneous payment you have the right to cancel it within 7 days by sending a payment cancellation request to [donate@helpdesk.media](mailto:donate@helpdesk.media).

We may refuse the donation at any time prior to its transfer or within 500 days of its receipt. In case of refusal of a donation, we will return it.

## **PRIVACY**

Our Privacy Policy explains how we protect and use your personal information. By agreeing to this Notice you consent to the processing of your personal data in accordance with the Privacy Policy.

We reserve the right to contact you to identify you in cases provided for by the legislation of EU on prevention of the legalization of proceeds from crime, as well as in case of relevant requirements from banks, financial operators and tax authorities.

## **CHANGES TO AND AVAILABILITY OF THE WEBSITE**

The Website is made available on an “as is” basis with no representation or warranty with respect to its functionality or availability and with no guarantee that it is complete, accurate, or timely nor any guarantee regarding any results you or others may obtain from its use. Access to all or parts of the Website may be suspended at any time without notice.

## **LIABILITY FOR CONTENTS**

We are liable for the own contents of the Website according to Sec. 7, paragraph 1 German Telemedia Act (TMG). However, according to Sec. 8 to 10 German Telemedia Act (TMG), we are not obligated to permanently monitor submitted or stored information or to search for evidence that indicates illegal activities.

Legal obligations to remove information or to block the use of information remain unchallenged. In this case, liability is only possible at the time of knowledge about a specific violation of law. Illegal contents will be removed immediately at the time we get knowledge of them.

## **LIABILITY FOR LINKS**

In case the Website includes links to external third party websites we have no influence on the contents of those websites, therefore we cannot guarantee for those contents. Providers or administrators of linked websites are always responsible for their own contents.

The linked websites had been checked for possible violations of law at the time of the establishment of the link. Illegal contents were not detected at the time of the linking. A permanent monitoring of the contents of linked websites cannot be imposed without reasonable indications that there has been a violation of law. Illegal links will be removed immediately at the time we get knowledge of them.

## **COPYRIGHT**

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The commercial use of our contents without permission of the originator is prohibited.

Copyright laws of third parties are respected as long as the contents on these websites do not originate from the provider. Contributions of third parties on this site are indicated as such. However, if you notice any violations of copyright law, please inform us. Such contents will be removed immediately.

## **TERMINATION**

We may, in our sole discretion, suspend, restrict or terminate your use of the Website, effective at any time, without notice to you, for any reason, including because the operation or efficiency of the Website; we have received a third party complaint which relates to your use or misuse of the Website; or you have been or are in breach of any term or condition of this Notice.