

Terms of Use

1. Acceptance of Terms of Use

- 1.1. Please read read these terms and conditions (the "Agreement" or "Terms of Use"), carefully before using www.alice.si (the "Site") and the services offered (the "Service") by Alice SI Ltd. ("Alice", "we", "us", or "our"). Any defined terms not defined in the body of this Agreement are set out in Clause 22. This Agreement sets forth the legally binding terms and conditions for your use of the Site and Service and applies to all Users of the Site and/or Service, including all Users who are also contributors of content, information, and other materials or services on the Site. By using this Site and/or Service in any manner you agree to be bound by this Agreement.
- 1.2. This Agreement also incorporates Alice's privacy policy ("Privacy Policy") available at www.alice.si/privacypolicy, and all other rules, policies and procedures that may be published from time to time on the Site, each of which may be updated by Alice from time to time without notice to you. Some services offered through the Service may be subject to additional terms and conditions promulgated by Alice from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.
- 1.3. We may revise this Agreement from time to time by updating this page and the revised Terms of Use will take effect when they are posted on the Site. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Service following the posting of revised Terms of Use constitutes your acceptance of those changes.
- 1.4. We may change, suspend, or discontinue the Service or any part of it at any time with or without notice. Where notice is given, it may be posted on the Site or sent by email. We retain discretion to impose limits on certain features or services, and/or restrict your access to parts or all of the Service without notice or liability.
- 1.5. Alice may, in its sole discretion, refuse to offer the Service to any person or entity and may change its eligibility criteria at any time.

2. About Alice

- 2.1. Alice is an 'online meeting place' for individuals and organisations registered with the Site ("Community Members") to raise funds for projects seeking to have a material positive impact on society and the environment ("Projects"), and to make conditional donations to those Projects ("Donations").



- 2.2. We refer to those Community Members raising funds as "Project Owners". We refer to those making Donations as "Donors". Project Owners, Donors and other visitors to the Service are referred to collectively as "Users."
- 2.3. Alice allows Project Owners to specify goals for their projects ("Project Goals"), and assign monetary values to them, which they are entitled to receive from Donations made to their Project each time a Project Goal is validated in accordance with Clause 13.
- 2.4. Alice makes no representations about the quality, safety, morality or legality of any Project or Project Goal or Donation or the truth or accuracy of Content posted on the Site.
- 2.5. Alice does not represent that Project Owners will achieve their Project Goals, or that Donations will be used as described in the Project. Users use the Service at their own risk.

3. Registration

- 3.1. You may browse the Site and view its Content without registering. You may be required to register to open an account with Alice ("Account") and select an email and password to access certain parts of the Site.
- 3.2. Where you are required to open an Account with Alice:
 - 3.2.1. you must provide us with accurate and complete registration information, including your authentic first and last names. Failure to do so shall constitute a breach of this Agreement and may result in the immediate termination of your Account;
 - 3.2.2. you must safeguard your password;
 - 3.2.3. you authorise us to assume that any person using the Site through your Account is either you or authorised to act for you.
- 3.3. Alice has sole discretion to refuse or cancel your registration on the basis of a breach of any of the requirements in Clause 3.2 above. You are solely responsible for activity that occurs on your Account and shall be responsible for maintaining the confidentiality of your password. You shall never use another Community Member's Account without such other Community Member's express permission. You shall immediately notify Alice in writing of any unauthorised use of your Account, or other Account-related security breach of which you are aware.
- 3.4. In the event that you have, or we have reason to believe that you have breached, or will breach these Terms of Use, we may terminate or suspend your registration and/or access to the Service and/or to any content made available on the Site.



3.5. We reserve the right to delete your account. Any personal data or other information associated with your use of the Site will be held securely and in accordance with the UK Data Protection Act 1998.

4. Alice fees

4.1. Alice charges a small transaction fee on every Donation effectively paid to the Project Owner, in accordance with Clause 13. The fee is currently up to 3% of the gross Donations. Donations are also subject to third party payment processing fees. Subscription fees may also apply to Project Owners for additional services.

4.2. Changes to any fees are effective once posted on the Site. We may choose to temporarily change the fees for our services for promotional events or new services, and such changes are effective when we post the promotional event or new service on the Site.

5. Content

5.1. You acknowledge that Content on the Site is subject to certain Intellectual Property Rights.

5.2. Content may be accessed for your own personal, non-commercial use only. Where the functionality is provided, you may also for this purpose download reasonable excerpts of Content. Other than this, you shall not use, download, copy, licence, distribute, perform, publish, transfer, modify, translate, create derivative works from, or otherwise exploit any Content. You shall not reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site, except to the limited extent that the Applicable Law specifically allows.

5.3. Nothing you do on or in relation to the Site will transfer any Intellectual Property Rights to you or license you to exercise any Intellectual Property Rights unless this is expressly stated.

5.4. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Site and/or Service.

5.5. We expressly prohibit the linking to the home page of this Site in such a manner that suggests or could be understood to imply that any part of this Site is part of another website or application and, in particular, third parties must not frame or use other techniques to enclose any part of this Site.

6. Your Use of the Site

6.1. You shall not (nor permit any third party using your Account):



- 6.1.1. disrupt or interfere with the Site or Service (including, without limitation, by the introduction of computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or otherwise misuse the Site or Service (including, without limitation, by hacking);
- 6.1.2. take any action that:
 - 6.1.2.1. imposes or may impose an unreasonable or disproportionately large load on Alice's (or its third party providers') infrastructure;
 - 6.1.2.2. bypasses any measures Alice may use to prevent or restrict access to the Service (or other Accounts, computer systems or networks connected to the Service);
 - 6.1.2.3. runs Maillist, Listserv, any form of auto-responder or "spam" on the Service;
 - 6.1.2.4. uses manual or automated software, devices, or other processes to crawl or spider any page of the Site;
- 6.1.3. violate any Applicable Law through your use of the Site or Service;
- 6.1.4. collect or store personal data about other Community Members other than in accordance with the Privacy Policy;
- 6.1.5. post or transmit to or from the Site any material that:
 - 6.1.5.1. you know is false, misleading, untruthful or inaccurate;
 - 6.1.5.2. is threatening, defamatory, offensive, pornographic, obscene, indecent, seditious, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience;
 - 6.1.5.3. impersonates any person or entity, including any employee or representative of Alice;
 - 6.1.5.4. constitutes unsolicited or unauthorised advertising or promotional material;
 - 6.1.5.5. infringes any Intellectual Property Rights of any person or violates any law or contractual duty;
 - 6.1.5.6. you have not obtained all necessary licences and/or approvals for.



- 6.2. Alice will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of Clause 6.1. above.
- 6.3. You shall abide by the Applicable Law in relation to your use of the Site and Service.
- 6.4. Alice does not guarantee that any Content or User Submissions (as defined in Clause 10.1) will be made available on the Site or through the Service. Alice has no obligation to monitor the Site, Service, Content, or User Submissions. Alice reserves the right to remove, edit or modify any Content (including without limitation any User Submissions) in its sole discretion 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 or authorities relating to such Content or if Alice is concerned that you may have violated this Agreement), or for no reason at all.

7. Links

- 7.1. The Site and Service may link to other third party websites or resources which are not under Alice's control (including, without limitation, sites linked through advertisements or search engines) ("Third Party Sites"). Alice has not reviewed Third Party Sites and the inclusion of any such link does not imply endorsement by Alice.
- 7.2. You acknowledge and agree that Alice is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspects of Third Party Sites and you agree to access them at your own risk. You further acknowledge and agree that Alice shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any Third Party Site.

8. Personal Data

- 8.1. In using the Site you may provide us with "personal data" as defined in the Data Protection Act 1998 ("DPA").
- 8.2. By using the Site you consent to our use of your personal data in accordance with our Privacy Policy.
- 8.3. If Alice provides any User (including, without limitation a Project Owner or Project Validator) with any personal data, such User (the "Data User") shall be the data controller of that personal data in relation to such use. The Data User undertakes that it shall:
 - 8.3.1. only process such personal data to the extent and in such manner as is reasonably necessary, for the purpose for which it has been given the personal data (the "Data Purpose");



- 8.3.2. comply with the The Data Protection Act 1998 whilst processing such personal data and in particular, but without limit, keep such personal data secure;
- 8.3.3. not disclose the personal data to any person (except as necessary for the Data Purpose);
- 8.3.4. indemnify Alice against any claim brought by a third-party arising from a breach of its obligations under this Clause 8.3.

9. Cancellation

- 9.1. You may terminate your Account at any time as long as you do not own any Active Projects or have any Outstanding Donations relating to any Active Projects you have backed. Please email us at termination@alice.si to request termination of your account.
- 9.2. In case of termination, any fees paid to Alice hereunder are non-refundable.
- 9.3. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, the Clauses entitled "Disclaimer", "Limitation of Liability" and "General Provisions" and any ownership provisions, warranty disclaimers, indemnities and limitations of liability.
- 9.4. We may cancel your access to all or any part of the Service at any time, with or without cause or notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Account.
- 9.5. We may cancel your Account if we reasonably believe that you have violated any Applicable Law, breached this Agreement, or have violated our rights or those of another user of the Site or Service.
- 9.6. Following cancellation of your Account we may retain any information linked to your Account for such period as may be required by Applicable Law.

10. User Submissions

- 10.1. If you add, create, upload, submit, distribute, collect, or post ("Submitting" or "Submission") Content to the Site (collectively, the "User Submissions"), you grant Alice and/or the Service, solely for the purpose of promoting or developing a Project, the Site and/or the Service, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise any and all Intellectual Property Rights therein, in any media known now or in the future. In addition, you waive all moral rights you have in the Content to the fullest extent permitted by the Applicable Law.
- 10.2. By Submitting any User Submission to the Site, you:



- 10.2.1. acknowledge that you may be identified publicly by your username in association with any such User Submission;
- 10.2.2. represent and warrant, and can demonstrate to Alice's satisfaction upon request that you:
 - 10.2.2.1. own or otherwise control all Intellectual Property Rights and rights to privacy in all content in your User Submissions;
 - 10.2.2.2. have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Submissions to use such content as contemplated by this Agreement and to grant the licence rights set forth above;
 - 10.2.2.3. have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information as contemplated by this Agreement;
 - 10.2.2.4. are authorised to grant all of the aforementioned rights to the User Submissions to Alice and all users of the Service;
- 10.3. Alice reserves the right to edit, cancel, interrupt or suspend a User Submission at any time for any reason.

11. Project Owners and Validators

- 11.1. In order to collect Donations for a Project, Project Owners must create a "Project Page" on the Site.
- 11.2. The Project Owner is responsible for the accuracy of all content on a Project Page it has created.
- 11.3. For each Project, the relevant Project Owners must specify Project Goals on the Project Page, and assign a value in pound sterling to each (the "Goal Values").
- 11.4. Once a Project becomes active on the Site, the Project Owner may not amend existing Project Goals, or create any new Project Goals for such Project, subject to any reasonable amendments which may be required by Alice, or Applicable Law. The Project Owner must immediately notify such changes to the Project Goals to the relevant Project Donors.
- 11.5. Project Owners must specify a validation mechanism for the Project Goals, which may include the nomination of an individual or organisation to verify and validate the Project Goals ("Project Validator").



- 11.6. If the Project Owner nominates a Project Validator ("Validator Nominee") for the relevant Project, the Validator Nominees will receive an email from Alice requesting the Validator Nominee's agreement to act as Project Validator for the relevant Project.
- 11.7. Upon acceptance of the nomination, the Validator Nominee:
 - 11.7.1. is appointed as Project Validator for the relevant Project;
 - 11.7.2. agrees to verify and validate the Project Goals as set out in the Project Page;
 - 11.7.3. agrees to comply with its obligations under Clause 11 of this Agreement.
- 11.8. Unless expressly stated otherwise, Alice does not act as a Project Owner or Project Validator and accepts no responsibility or liability for the actions of Project Owners or Project Validators.
- 11.9. It is the responsibility of the Project Owner to create and display on the Project Owner's Project Page terms and conditions for receiving payment of the Goal Values (compliant with all legal requirements and codes of practices) ("Donation Terms") which will be binding on Donors to the relevant Project ("Project Donors").
- 11.10. The Project Owner acknowledges and agrees that Donations made to a particular Project ("Project Donations") it owns are the only source of funds for that Project. Any costs or liabilities in delivering the Project which exceed the amount of the Project Donations shall be for the Project Owner's own account and in no circumstances shall Alice, the Project Validator or Project Donors be liable to make any payment in respect of such costs or liabilities.
- 11.11. In relation to each and any Project, the Project Owner agrees to use the Project Donations only for the purposes of the Project and in accordance with the terms of this Clause 11.
- 11.12. The Project Owner shall complete the Project in accordance with all material details on the Project Page subject to any reasonable amendments which may be required by Alice, or Applicable Law.
- 11.13. The Project Owner shall make the necessary arrangements with the Payment Platform to enable Project Donations to be paid to the Project Owner subject to the terms of this Clause 11 and Clause 13.
- 11.14. The Project Owner shall in respect of a particular Project:
 - 11.14.1. on request, keep the Project Validator and Alice informed on all aspects of the progress of the Project;



- 11.14.2. on request, provide the Project Validator with all such other information, explanations and documents in connection with the Project as the Project Validator may reasonably require to validate the Project Goals;
 - 11.14.3. grant any person authorised by the Project Validator reasonable access to its employees, agents, premises, facilities and records, for the purpose of monitoring and evaluating the Project Owner's fulfilment of this Clause 11;
 - 11.14.4. maintain appropriate insurance (in line with the size, scope and complexity of the Project) to cover any liabilities.
- 11.15. The Project Owner's appointment of contractors shall not limit or derogate from the Project Owner's obligations under this Agreement and the Project Owner shall be liable for all acts and omissions of any contractors it employs.
- 11.16. In respect of a particular Project, the Project Owner shall indemnify and hold harmless Alice, the Project Validator and the Project Donors from all liabilities, claims, losses and expenses arising from a breach by the Project Owner of this Clause 11, including, but not limited to, reasonable legal fees, that arise from or relate to:
- 11.16.1. the performance of a Project, failure to complete, or an unreasonable delay in completing, the Project Goals;
 - 11.16.2. death, illness or injury to any third party or personnel of the Project Owner or for loss of or damage to any third party's property or the property of personnel of the Project Owner and arising out of any act, error or omission (whether negligent or otherwise) on the part of the Project Owner, its affiliates or agents in the performance of any of its obligations hereunder.
- 11.17. In respect of a particular Project, the Project Donors and the Project Owner shall hold harmless the Project Validator from all liabilities, claims, losses and expenses arising from the Project Validator's verification and validation of Project Goals, including, but not limiting to reasonable losses that arise from or relate to:
- 11.17.1. the Project Validator's erroneous validation of a Project Goal;
 - 11.17.2. the Project Validator's failure or omission to validate a Project Goal;
- 11.18. Where the Project Owner has been provided with a right to use the Intellectual Property Rights of Alice or the Project Validator in connection with a Project (including without limitation the Alice name and logo), the Project Owner shall, on termination or expiry of its use of the Service, cease to use such Intellectual Property Rights immediately and shall either return or destroy any materials comprising such Intellectual Property Rights as requested by Alice or the Project Validator.



- 11.19. The Project Owner and Project Validator shall at all times keep secret and confidential all information designated as being confidential (or whose confidentiality is implied) which is disclosed to it by Alice as a result of its involvement in a particular Project and shall not use or disclose such information to any person save to the extent necessary for compliance with its obligations under this Clause 11 or as required by Applicable Law.
- 11.20. The obligation of confidentiality contained in this Clause 11 shall not apply or shall cease to apply to any such information:
 - 11.20.1. which at the time of its receipt by the Project Owner or the Project Validator is already in the public domain or which subsequently enters the public domain other than by breach of Clause 11 by the Project Owner or the Project Validator;
 - 11.20.2. which is already known to the Project Owner or the Project Validator at the time of its disclosure and was not otherwise acquired by the Project Owner or the Project Validator under any obligations of confidence;
 - 11.20.3. which is acquired by the Project Owner or the Project Validator from a third party having the right to disclose the same;
 - 11.20.4. whose disclosure is required by Applicable Law or ordered by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.
- 11.21. Without prejudice to Alice's other rights and remedies, Alice may, upon notice to the Project Owner, and at its sole discretion:
 - 11.21.1. terminate or suspend a Project Owner's registration and/or access to the Service and/or to any Content.
 - 11.21.2. terminate, suspend or otherwise restrict access of Users to a Project Page at any time with or without cause.
- 11.22. If Alice exercises its rights of termination under Clause 11.21:
 - 11.22.1. the Project Owner shall upon receipt of the relevant notice from Alice take immediate steps to procure that all outstanding work in relation to the relevant Project is terminated as soon as reasonably practicable in an orderly manner;
 - 11.22.2. Alice will order all relevant Outstanding Donations to be immediately refunded to the Project Donors, through the relevant Payment Platform



- 11.22.3. Alice shall not be liable to the Project Owner for any loss of profit, loss of contracts or other costs, losses and/or expenses arising out of or in connection with such termination.
- 11.23. Without prejudice to Alice's other rights and remedies, Alice may, upon notice to the Project Owner and the Project Validator, and at its sole discretion terminate or suspend a Project Validator's registration and/or appointment as Project Validator and/or access to the Service and/or to any Content.
- 11.24. If Alice exercises its rights of termination under Clause 11.23:
 - 11.24.1. the relevant Project Owner must specify a new validation mechanism for the Project Goals, in accordance with Clause 11.5. and nominate a new Validator Nominee if applicable, in accordance with Clause 11.6.
 - 11.24.2. the continuance of the relevant Project Owner's obligations to perform the Project will not be affected.
 - 11.24.3. Alice shall not be liable to the Project Owner or the Project Validator for any loss of profit, loss of contracts or other costs, losses and/or expenses arising out of or in connection with such termination.
- 11.25. The Project Owner warrants, undertakes and agrees that at all times:
 - 11.25.1. it has all necessary resources and expertise to deliver the Project as set out in the relevant Project Page;
 - 11.25.2. it has not committed any Prohibited Act;
 - 11.25.3. it shall at all times comply with all Applicable Law;
 - 11.25.4. all financial and other information concerning the Project Owner which has been disclosed to Alice or posted on the Site in relation to the Project is to the best of its knowledge and belief, true and accurate;
- 11.26. Alice reserves the right to delete, edit, modify reformat, excerpt, or translate any Content submitted or edited by Project Owners.
- 11.27. Alice reserves the right to request information from Project Owners and Project Validators as part of its ongoing monitoring of Projects, the Site and the Service.

12. Donors

- 12.1. The Service allows you to donate to any Active Projects on the Site. Every Project Owner has a contractual agreement with Alice authorising Alice to collect Donations on its behalf for its Project(s).



- 12.2. Projects are listed on the Site at Alice's discretion, however we cannot accept responsibility for the activities of the Project Owners. You should read information stated on Project Pages carefully to ensure that the Project is one you wish to support before donating to it.
- 12.3. Different charities, terms used on Project Pages pages and other organisations can have similar names: it is your responsibility to check that you are donating to the Project you intended.
- 12.4. Alice does not warrant that your donations will be used for any particular purpose and shall not be responsible for any dissatisfaction you may have regarding the recipient Project Owner's use of any Donations you may make or for any misuse or non-use of such Donations by the recipient Project Owner. After Donations are made, all further dealings are solely between the Donor and such recipient Project Owner.
- 12.5. Alice shall have no liability to Donors whatsoever for any use or misuse of donations by the recipient Project Owner. If you have any doubts as to how the money will be, or has been, spent for a particular Project, then you should contact the relevant Project Owner directly to seek clarification.
- 12.6. When you make a Donation, the transaction is final and not disputable unless unauthorised use of your payment card or other payment method is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules.
- 12.7. Without prejudice to the terms of Clause 12.8, any Outstanding Donations you made to one or several Projects may be refunded to you in accordance with Clause 13.
- 12.8. Alice will never email or phone you and ask you to provide all of your payment details.
- 12.9. Alice is not an accounting, taxation or financial advisor, and you should not rely on information given on the Site and/or Service to determine the accounting, tax or financial consequences of making a Donation. We strongly recommend that you consult your own adviser(s) about any accounting, taxation or financial consequences that may affect you.
- 12.10. As a Donor, you will ensure that any funds used to make Donations will not result in a breach of Applicable Law.

13. Fundraising

- 13.1. Alice operates the Service so that Donors can make online Donations by credit or debit card using a Payment Platform, or by another payment method available on the Site.



- 13.2. Any payment of Donations is subject to the terms and conditions of the relevant Payment Platform.
- 13.3. Alice makes no guarantees regarding the performance or fairness of the Payment Platform. Additionally, due to occasional failures of some credit cards and funding sources, Alice cannot guarantee the full receipt of Donations to the Project Owner.
- 13.4. Alice maintains Donations in one or more segregated accounts. These are ring-fenced bank accounts in which monies (other than the interest accruing on such monies) are held on trust for the relevant Project Owner, pending the validation of Project Goals.
- 13.5. This means the Donations are not part of Alice's own assets and are protected from the claims of any creditors in case of insolvency, bankruptcy or in any other situation of equal ranking. Donors retain beneficial ownership of their Donations until they are paid to the Project Owner.
- 13.6. Project Donations will only be made to the Project Owner each time a Project Goal is validated by a Project Validator (or any other validation mechanism specified by the Project Owner in accordance with Clause 11.5.). In this case the Project Owner will receive the corresponding Goal Value in monies drawn down from the Project Donations, after deduction of payment processing charges, Alice's fees as set out in Clause 4, and any applicable sales taxes.
- 13.7. As a Project Donor, you acknowledge that:
 - 13.7.1. your Donation may contribute to the payment of one or several validated Project Goals;
 - 13.7.2. only part of your Donation may be drawn down from the total Project Donations to contribute to the payment of a validated Project Goal;
 - 13.7.3. if your Donation is not fully drawn down to contribute to the payment of a validated Project Goal, the remainder ("Outstanding Donation") may then be used to pay for one or several subsequently validated Project Goals.
- 13.8. You will be notified by email whenever your Donation, in whole or in part, is drawn down from the total Project Donations and transferred to the Project Owner as a result of the validation of a Project Goal. Additionally, Alice may provide a dedicated space on the Site for you to monitor how much of your Donation has been transferred to the Project Owner, which Project Goals it has paid for, and how much of your original Donation, if any, is still outstanding ("Outstanding Donation Balance").
- 13.9. In the event that you have an Outstanding Donation Balance in relation to a particular Project after a delay of nine (9) months following your last Donation to



that Project, you will, upon notification, be given the option (“Refund Option”) to either:

- 13.9.1. donate the Outstanding Donation for that Project fully, unconditionally and irrevocably to the Project (after deduction of payment processing charges, Alice’s fees as set out in Clause 4, and applicable sales taxes), OR;
 - 13.9.2. receive a refund of the Outstanding Donation (after deduction of any payment processing charges) via bank transfer to your bank account, or any other method available on the Service.
- 13.10. If we do not receive instructions from you with regards to the Refund Option within seven (7) days of its notification to you, you will receive a refund of the Outstanding Donation (after deduction of any payment processing charges) via bank transfer to your bank account, or any other method available on the Service.
- 13.11. Alice reserves the right to cancel, suspend or refund any Donations made at any time for any reason.

14. Use of blockchain technology

- 14.1. Alice uses blockchain technology to provide a high level of transparency and accountability to Donors in relation to the impact of their Donations. The technology is used as a mechanism to manage and record each Donation, Project Goal validation, payment of Project Donations to the Project Owner and Outstanding Donation refund, so that an immutable record of each of these events is created and made publicly accessible for auditing purposes.
- 14.2. Each time a Project Donation is made, an electronic representation of that Donation is created on the Ethereum blockchain (“Donation Token”). You may find more information on the Ethereum blockchain at the following [address](#).
- 14.3. Donation Tokens are stored as data in an autonomous computer programme secured by the Ethereum blockchain (“Smart Contract”) dedicated to the relevant Project, and used to represent each Project Donor’s Outstanding Donation Balance with regards to that Project.
- 14.4. Each time a Project Goal is validated, the Smart Contract automatically triggers the release of the Project’s Donation Tokens representing the relevant Goal Value to the Project Owner’s account on the Ethereum blockchain.
- 14.5. Once the Project Owner is in possession of Donation Tokens, the beneficial ownership of the value they represent is transferred from the relevant Donors to to the Project Owner, who may redeem such value from the monies held in the segregated account on behalf of the Project.



15. Pilot in partnership with the Financial Conduct Authority and Tramonex Labs

- 15.1. One of the Projects on the Alice platform is run in part as a pilot project in partnership with Tramonex Labs and the Financial Conduct Authority (“FCA”) within the FCA’s sandbox programme, which aims to foster innovation in the financial services industry (“Sandbox Pilot”). More information on the sandbox programme is available at [this address](#).
- 15.2. You will be notified of your participation in the Sandbox Pilot on the Site’s checkout page before finalising your Donation to it. Your decision to finalise your Donation upon this notification constitutes your acceptance to participate in the Sandbox Pilot.
- 15.3. If you participate in the Sandbox Pilot, the following additional terms will apply to your dealings with the Service. To the extent there is any conflict between these additional terms and the core Terms of Use, these additional terms will prevail.
 - 15.3.1. Donations made to the Sandbox Pilot will be held in a segregated account with Tramonex Labs Ltd. (“Tramonex Labs”), which is restrictedly registered within the FCA sandbox framework to test the issuance of electronic money representing pounds sterling in the form of tokens on the Ethereum blockchain (“Sandbox Tokens”).
 - 15.3.2. Each time Tramonex Labs receives monies from Donations into its segregated account, it will issue the corresponding Sandbox Tokens, in accordance with Clause 14.2.
 - 15.3.3. Each time Project Goals of the Sandbox Pilot are validated, Sandbox Tokens representing the Goal Values will be recovered by Tramonex Labs, and the corresponding monies paid by Tramonex Labs (after deduction of any payment processing charges, Alice’s fees and applicable sales taxes), from its segregated account, to the relevant Project Owner’s bank account.

16. Publicity

- 16.1. Any User acting as Project Owner or Project Validator for a Project shall acknowledge the support of Alice in any materials and presentations about or that refer to such Project. Such acknowledgements (where appropriate or as requested by Alice) shall include Alice’s name and logo in compliance with such guidelines as may be provided by Alice from time to time.
- 16.2. Alice may acknowledge the involvement of a Project Owner or Project Validator in a Project without prior notice.

17. Disclaimer



- 17.1. You use the Site at your own risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content. All information provided on or via the Site is for information purposes only. You should seek your own independent advice with respect to any Content.
- 17.2. We endeavour to provide a convenient and functional Site, but we do not guarantee that the Content will be error free or that the Site or the software (including but not limited to our use of blockchain technology) that operates it is free of errors, viruses or other harmful components. Although we will use reasonable endeavours to maintain the Content, we do not undertake to provide support or maintenance services for the Content.
- 17.3. If your use of the Site results in the need for servicing or replacing property, material, equipment or data, Alice shall not be liable for such costs.
- 17.4. You acknowledge that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such content originated and that Alice will not be liable for any errors or omissions in any content. Alice cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.
- 17.5. Alice is not responsible for messages of endorsement posted by third parties on Project Pages, or any area of the site. All third party endorsers are independent of Alice.
- 17.6. Without limiting the above provisions, everything on the Site is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of quality, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.
- 17.7. If a jurisdiction does not allow the exclusion of implied warranties but allows limitations of a certain maximum extent then we limit our warranties to that extent.

18. **Indemnification**

- 18.1. You shall defend, indemnify, and hold harmless Alice, its affiliates and each of its, and its affiliates' employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable legal fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content or otherwise from your User Submissions, violation of this Agreement, or infringement by you, or any third party using your account, of any Intellectual Property Right of any person.

19. **Limitation of Liability**



- 19.1. In addition to the other disclaimers and restrictions on our liability set out in this Agreement and to the fullest extent permissible under the Applicable Law, Alice accepts no liability whatsoever for any direct, incidental, consequential or indirect loss or damage, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss resulting from your access to, reliance on, or use of, or inability to use the Site and the Content, however caused and whether arising in contract, tort (including negligence) or otherwise, and whether or not Alice was aware of the possibility of such loss or damage.
- 19.2. Alice shall not be liable for failures in the operation of a Project or for your interactions with any third parties found on or through the Service. In particular, Alice does not oversee or guarantee, is not liable in relation for, and is not responsible for any damage or loss incurred as a result of:
 - 19.2.1. the actions of a Project Owner, Project Validator or Donor;
 - 19.2.2. the performance of Projects, delivery of Project Goals, or the application of funds by the Project Owner;
 - 19.2.3. the delivery of funds by any User or by a Donor;
 - 19.2.4. the delivery of goods and services available from third parties through the Service;
- 19.3. All dealings are solely between you and such third parties. Alice is under no obligation to become involved in disputes between Project Owners, Donors, Project Validators and any other users of the Site or third parties. You release Alice, its officers, employees, agents and successors from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes.
- 19.4. We do not verify the identity of anyone who becomes a Community Member nor the information they provide about their Project, or themselves. We cannot therefore give any guarantee that any of the Community Members are who they say they are or that the information they provide is accurate, complete or true. Consequently, we make no recommendation or representations in relation to any Community Members or their Projects.

20. Notices

- 20.1. Alice will give you any necessary notices (including, but not limited to notices, agreements, legally required disclosures or other information in connection with the Service) by either posting them on the Site or sending them to your Account email address. You agree to check the Site for notices and will be considered to have received a notice when it is posted on the Site and/or sent to your Account email address.



21. General Provisions

- 21.1. Except where expressly provided in this Agreement, the Contracts (Rights of Third Parties) Act 1999 is expressly excluded and these Terms of Use do not create any right enforceable by any person other than you and Alice.
- 21.2. If any part of these Terms of Use is held by any court or competent authority, that provision or part-provision shall be given effect to the greatest extent possible and the remainder of this Agreement shall remain in full force and effect.
- 21.3. A failure or delay by Alice to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 21.4. This Agreement is the entire agreement between you and Alice with respect to the Service and the use of the Site and supersedes all prior or contemporaneous communications, proposals or agreements (whether oral, written or electronic) between you and Alice with respect to the Site and the Service, unless specifically stated otherwise in such agreements.
- 21.5. You may not, without the prior written consent of Alice, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement. Alice may assign, transfer and sub-contract this Agreement in whole or in part without restriction.
- 21.6. These Terms of Use and any non-contractual obligations arising from or connected with them shall be governed by the laws of England and Wales. These Terms of Use shall be construed in accordance with the laws of England and Wales. You irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute which may arise out of or in connection with these Terms of Use.

22. Definitions

- 22.1. Active Project means a Project that has been Submitted to the Site and is still actively soliciting Donations on the Site.
- 22.2. "Applicable Law" in relation to any person, action or thing means the following in relation to that person, action or thing:
 - 22.2.1. any law, rule or regulation of any country (or political sub-division of a country) including Bribery Legislation;
 - 22.2.2. any obligation under any licence in any country (or political sub-division of a country);



- 22.2.3. any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).
- 22.3. "Bribery Legislation" means the UK Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department and any analogous legislation in any jurisdiction.
- 22.4. "Content" means all content at or of the Site including, without limitation, any User Submissions, all things that you may see, read, hear, use, download or access on or via the Site (including but not limited to messages, written comments, interactive features generated, files, data, software, images, photographs, illustrations, text and other materials).
- 22.5. "Intellectual Property Rights" means all patents, copyrights, database rights, design rights and trade marks, right of publicity or other right (in any case whether registered or not) and all applications or rights to apply for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- 22.6. "Know-How" means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design and development, manufacture, use or sale.
- 22.7. "Payment Platform" means MangoPay.
- 22.8. "Prohibited Act" means:
 - 22.8.1. committing any offence: under relevant Bribery Legislation; or under common law or any legislation creating offences in respect of fraudulent acts;
 - 22.8.2. defrauding or attempting to defraud or conspiring to defraud Alice.