

# TERMS AND CONDITIONS OF ELEPEPE'S SANCTUARY

01.01.2026

## § 1. General Provisions

1. These Terms and Conditions define the rules for using the website **Elepepe's Sanctuary** (hereinafter referred to as the "Service"), available at <https://elepepes-sanctuary.org/>.
2. The Owner and Administrator of the Service is **Elepepe's Sanctuary**, with its registered office at: Calle Ciudad Aljarafe Nº 24, Blq 24 Planta 2, Puerta 8 41927 Mairena del Aljarafe (Sevilla), España NIF: G22905830, Registry No.: 631,974 (hereinafter referred to as the "Administrator").
3. The purpose of the Service is to support animals in need by organizing targeted fundraisers and enabling Users to report animals requiring help.
4. The Service is available in multiple languages. The interface language can be selected manually by the User or adjusted automatically based on browser settings (Language Detector).

## § 2. Definitions

1. **User** – any natural person, legal person, or organizational unit using the Service.
2. **Applicant** – a User submitting a Request Form to obtain support for an animal.
3. **Donor** – a User making a voluntary donation to a selected fundraiser or for the statutory goals of the Administrator.
4. **Fundraiser** – a public action to collect funds for a specific purpose (e.g., animal treatment), created by the Administrator based on a Request.

## § 3. Reporting Animals in Need

1. A User may report an animal in need of help via the Request Form available on the Service.
2. The Applicant is obliged to provide true personal data and information about the animal's health and situation.
3. By filling out the form, the Applicant declares that: a) They are the owner/legal guardian of the animal or have the owner's consent for the report. b) The submitted photos and documents (e.g., invoices, test results) are authentic and do not infringe on third-party rights. c) They consent to the public sharing of the request content, including photos of the animal and the description of the situation (story) on the Service and the Administrator's social media to promote the Fundraiser.
4. The Administrator reserves the right to verify the request, including contacting the Applicant (by phone or email) and requesting additional documentation.

## § 4. Verification and Creation of Fundraisers

1. Each Request is subject to moderation by the Administrator.
2. The Administrator may make one of three decisions: a) **Approve** – create a public Fundraiser on the Service based on the Request. b) **Reject** – if the request is incomplete, violates the regulations, or raises doubts about credibility. c) **Leave as Pending** – until the Applicant provides additional information.
3. The Administrator has the right to edit the content of the Fundraiser description (proofreading, shortening, clarification), while maintaining the meaning and truth about the animal's situation.
4. The Administrator publishes updates regarding the Fundraiser based on information received from the Applicant.

## **§ 5. Payments and Donations**

1. Payments on the Service are handled by the external payment operator **Stripe**.
2. A Donor may make payments using methods made available by Stripe (e.g., payment cards, transfers, BLIK).
3. All payments are donations and are voluntary.
4. Funds collected during the Fundraiser go to the Administrator's account, who then transfers them to the specific purpose defined in the Fundraiser (e.g., paying a vet invoice or transferring to the Applicant's account after verifying expenses).
5. The Administrator reserves the right to make own contributions to Fundraisers ("Administrator Contributions"), particularly in situations where the fundraiser does not reach the target goal in the required time.
6. Donations made to Fundraisers are non-refundable, subject to generally applicable laws.
7. If the Fundraiser goal is reached before its end, the animal recovers, or passes away, the surplus funds or unused funds will be allocated to the Administrator's statutory goals (helping other animals).
8. The Administrator does not refund funds in the event of a User error (e.g., payment to the wrong fundraiser), unless the User reports the mistake immediately and the funds have not yet been transferred to the beneficiary.

## **§ 6. Copyright and Image**

1. By submitting photos or videos in the Form, the Applicant grants the Administrator a free, non-exclusive license to use, reproduce, and publicly share them for purposes related to conducting the Fundraiser and promoting the Service.
2. The Administrator is not responsible for copyright infringement by the Applicant.

## **§ 7. Complaints and Contact**

1. Any irregularities in the operation of the Service can be reported via the Contact Form.
2. Complaints regarding payments should be directed directly to the payment operator (Stripe) or to the Administrator, who will assist in clarifying the matter.

## **§ 8. Final Provisions**

1. The Administrator reserves the right to change the Terms and Conditions. The update date is at the top of the document.
2. Using the Service implies acceptance of these Terms and Conditions.