

Terms and Conditions of Use

WELCOME TO DERMAGLOBAL!

DERMAGLOBAL is a fundraising online platform available at <https://www.dermaglobal.org> through which members can raise funds for their business projects and offer Rewards, or make Pledges for fundraising Campaigns and receive Rewards. DermaGlobal, at the same time, provides businesses with the opportunity to offer unique products, services or experiences as 'thank you' gifts and to build a supportive community around each project by promoting it on the platform and on certain social media sites.

The Terms and Conditions contained herein along with our [Cookie and Privacy Policy](#) and [Guidelines for Businesses](#) and [Supporters](#) constitute the entire agreement ("the Agreement" or "Terms of Use") between our Website (the "Website") and its visitors and users/members and are binding to no one but them. Please read these terms and conditions carefully before using <https://www.dermaglobal.org> and the services offered (the "Services") by DermaGlobal.org ("DermaGlobal", "we", "us" or "our" as appropriate) as they will govern your use of Dermaglobal.org, the Campaigns and Rewards that you create and offer as a Campaign Owner and the Pledges you make as a Supporter, as well as the content you post as a Member. By accessing or using our Website, you agree to comply with these provisions. If you do not agree to these Terms and Conditions you may not access or otherwise use our Website.

We may revise this Agreement from time to time by sending you an e-mail with the modified terms or by updating this page and the revised Terms of Use will take effect seven (7) days after the date of our email or when they are posted on the website, whichever is the earlier. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Service following the posting the revised Terms of Use constitutes your acceptance of those changes. If you do not agree to the changes, you must cease using Dermaglobal.org.

Please note that DermaGlobal does not offer regulated investments through the platform, therefore it is not authorized or regulated by the Financial Conduct Authority and as with all rewards-based crowdfunding, there is no recourse to either the Financial Ombudsman Service or the Financial Services Compensation Scheme.

1. DEFINITIONS

The following terms shall have the following meaning as used in these general terms and conditions:

"Supporters" are the Members that support the fundraising projects by contributing funds.

"Campaigns" are the fundraising projects

“Campaign Goals” are the aims of each fundraising Project.

“Campaign Owners” are the Entrepreneurs that are seeking to raise funds and offer Rewards for doing so.

“Funding Target”; is the minimum total value of Pledges sought by a Campaign Owner for a particular Project.

“Fundraising Period” is the maximum period for which Pledges can be made for a Campaign.

“Pledges” are the Supporters’ contributions.

“Rewards” are unique products, services or experiences offered by the Campaign Owners to the Supporters.

“Total Pledges” are the total value of Pledges (excluding cancelled Pledges) that a Project has received at the end of the Fundraising Period.

“Shipping Costs” are the total value of Shipping cost that burdens the rewards ordered by Supporters.

“Total Funds” are the sum of Total Pledges plus Shipping Costs that a Project has received at the end of the Fundraising Period.

“Users” or **“you”** are the members and other visitors to the website. If you are using Dermaglobal.org in connection with your organization, the terms **‘you’**, **‘your’** or **‘your organization’** in these Terms are also a reference to the business, charity institution or other organization or entity (**“Business”**) on whose behalf you act when using, registering, supporting or creating a Project on Dermaglobal.org.

2. REGISTRATION AND PROFILE ADMINISTRATION

In order to post a Project and become a Campaign Owner or make a Pledge as a Supporter, you will need to register as a Member by signing up and creating an account on our [Sign Up](#) page.

In order to register on our website, you must be at least 18 years of age or, if higher, the legal age in your jurisdiction.

During registration you must provide us with current, true, accurate and complete information including but not limited to, your full name and your e-mail and you must keep any such information up-to-date in order to maintain its accuracy Furthermore, Campaign owners, in order to receive the funds raised through the DermaGlobal platform, will be required, following a successful completion of their Campaign, to set up an account with one of our carefully selected third-party payment intermediates, depending on their country of incorporation. Specifically:

DermaGlobal uses only digital currency i.e BTC as payment method.

You will also be asked to confirm your acceptance to these Terms. Notwithstanding any other provision in these Terms of Use, DermaGlobal can at its discretion suspend or terminate the Membership Agreement immediately if any information provided by the Member was false.

The Membership is strictly personal. A user is solely responsible for the security of his password and is solely liable and responsible for any use or activity that occurs under their membership account, whether authorized or unauthorized. As a user, you must not disclose your login details to anyone else, and you are responsible for keeping it safe and confidential. Our Website will not be responsible for any losses incurred through the use of your password by a third party, except when unauthorized use is directly attributable to the gross negligence or fraud of our Website, but instead you will be held responsible for all activities that occur under your password or account (with or without your knowledge) as a result of doing so. If you become aware of any misuse or unauthorized use of your login details, then you must inform us immediately by sending an email to us. Notwithstanding any other provision in these Terms of Use, DermaGlobal can at its discretion suspend or terminate the Membership Agreement in case the Member's account information was accessed due to the Member's intent or gross negligence.

Should you forget your password, you may reset it by entering your e-mail in the Forgot Password section of the Login area – you will then receive an email so you can regain use of your account. This procedure assumes that the e-mail address provided by you when registering is used. If you have forgotten the e-mail address of registration, you must notify us by email, giving us the necessary information (usually your name and date of birth) so we try to recover it.

In the event that you have, or we have reason to believe, that you have breached, or will breach the present Terms of Use, we may terminate or suspend your registration and/or access to Dermaglobal.org and/or to any content made available on Dermaglobal.org. You can request deletion of your account at any time as long as you do not have any active Campaigns or any outstanding Rewards or Pledges relating to unexpired Campaigns you have supported. Please email us to request deletion of your account.

We reserve the right to change, suspend or discontinue the Dermaglobal.org website and/or the service we provide through it (including the availability of any feature, functionality, database or content) and to delete your account at any time and for any reason. Any personal data or other information associated with your use of Dermaglobal.org will be held securely and in accordance with the applicable at any time data protection legislation. We may also introduce or remove limits on certain features or restrict your access to all or certain parts of Dermaglobal.org without notice to you and without incurring any liability.

3. TERMS OF USE FOR CAMPAIGN OWNERS

DermaGlobal operates under the All or Nothing scheme, meaning that a Project will be considered to be funded and the Campaign Owners will receive the funds raised if, at the end of the Fundraising Period, the Campaign has reached its Funding

Target by the specified date. In case of Funding Target has not been reached within the Fundraising Period, no funds will be received from the Supporters.

Campaigns

Once you have registered as a Member, you can create and post details of your Campaign to a membership accessible webpage on Dermaglobal.org ("**Campaign Profile Page**").

Please see our [Guidelines for Businesses](#) which contain specific rules regarding the types of Campaigns that you can post on Dermaglobal.org.

During the Funding Period of your Project, you may not raise funds via another online crowdfunding or similar platform (whether website or App) and all Pledges from Members must be made through Dermaglobal.org. Otherwise, unless we specifically agree differently in writing, you are not obliged to raise funds for your Campaign exclusively via Dermaglobal.org which means you are free to raise funds using other means and channels and source of finance.

Although we recommend you have no more than one active Campaign at any one time, we permit you to post as many active Campaigns as you like.

The lowest limit on the Funding Target you select for each Project is £/€5.000. If you are a Business that is registered for VAT, please take this into account when calculating the Funding Target for your Campaign.

The maximum Fundraising Period is 45 days unless the campaign hits the funding target earlier and a Campaign owner does not desire overfunding.

Your Campaign may take up to 5 working days before it goes live and your Campaign Profile Page is made available on Dermaglobal.org. From time to time, we may provide a Crowdfunding mentor ("**Mentor**") to provide guidance relating to your Campaign, think of ideas for Rewards and offer tips for marketing and press exposure. If we do so, your Mentor will usually be assigned to you within 24 hours of submitting your Campaign details. Please note that Mentors provide general guidance and information only and neither they nor us will be liable to you in connection with the Campaign Goal, any Campaign, Rewards, performance and/or promotion and marketing of your Campaign, which remain solely your responsibility. Please see the FAQs page for further information regarding our Mentors.

Once you have submitted your Campaign details for posting you cannot change its Campaign Goal, the Funding Target or the Fundraising Period. Moreover, you cannot change the Rewards for your Campaign provided.

You may post content and other material (e.g. promotional material such as a video containing your Project) and post Campaign updates to keep Supporters updated on the performance of your Project. Please see further Section 8 about the content you and others provide to Dermaglobal.org, for the rules relating to the content you post on Dermaglobal.org.

You may withdraw a Campaign at any point before the end of the Fundraising Period. Once you have done so, you will not be entitled to any Pledges when you

withdraw. You also will not be able to resume that Campaign at a later date whilst retaining any of the Pledges you had received at the time of withdrawal.

We reserve the right but are not obliged, to attempt to verify your identity and other information you provide to us and to reject, cancel, interrupt, remove, or suspend an active Campaign at any time and for any reason. In particular, Campaigns or Pledges that are flagged to us as fraudulent by Supporters or our third party payment providers will be subject to review. If we find fraudulent Pledges have been made to your Campaign, we will cancel those Pledges and the details of the associated Supporter from your Campaign Profile Page. If in our sole discretion, we determine your Campaign to be a high fraud risk we may also ask you for more information and you agree to respond to such requests and provide such information within a reasonable time. We or our payment provider may also perform an examination before any funds are distributed to you. We will not be liable to you for any losses that you suffer or incur as a result of us taking any of the actions in this paragraph.

If your Campaign closes unsuccessfully you may choose to recreate your Campaign and repost it for submission.

Rewards

Please see our [Guidelines for Businesses](#) which contain specific rules regarding the types of Rewards that you can offer to Supporters.

The minimum Pledge amount is £/€10,00 and the maximum amount for our payment intermediates is £/€10.000.

You can choose whether or not to limit the number of Rewards you offer for each Pledge amount.

You must have all the permissions, consents and licenses that are necessary to offer all Rewards relating to your Campaign before you offer them on your Campaign Profile Page.

Our Fees and Receipt of Funds

In DermaGlobal we do not charge fees for creating a Campaign and publishing details of the Project on Dermaglobal.org nor are there any fees payable if your Campaign does not close successfully. We charge a success fee of 5% (VAT included) on the Total Funds raised that covers all the platform's expenses and money transactions' costs.

If your Campaign reaches or exceeds your Funding Target you will receive the Total Pledges plus any extra amount raised for Shipping Cost (Total Funds) minus our 8% success fee, directly to your payment intermediate account. Please note that if banking expenses occur due to any money transfer you shall bear the burden of such expenses. We advise you to please take all the above into account when calculating the Funding Target for your Campaign.

If the Total Pledges meet or exceed the Funding Target at the end of the Fundraising Period, the amounts due to Campaign Owners, calculated in accordance with the second point of this Section, will be transferred to Campaign Owners within approximately 7 working days to the bank account specified by the Campaign Owner.

Please note that the above timescales are estimates only and there may be a delay between the end of the Fundraising Period for a successful Campaign and your access to any funds.

All fees payable by Campaign Owners are subject to Value Added Tax (“VAT”) at the rate in force from time to time. Please note that VAT is assessed on the above fees and not the Total Pledges raised and you are solely responsible for ensuring that you are registered for VAT or similar sales tax as required by the applicable laws of the jurisdiction in which your Business is established.

Pledges

Supporters may fail to fulfil payment of Pledges and you acknowledge that their payment of Pledges is entirely outside of our control. Consequently, we cannot guarantee and shall have no liability to any Campaign Owner for their failure to receive any funds pledged by Supporters in relation to their Campaign(s) via Dermaglobal.org.

In the event we are unable to verify any information to our satisfaction, we may delay, withhold, cancel or refund any Pledges or other amounts without giving any notice to you and do so without incurring any liability to you.

Campaign Owners may contact Dermaglobal.org to cancel any Pledge for any reason and at any time before the Fundraising Period ends and shall not be required to fulfill any related Rewards if they do so. Under the All or Nothing funding payment scheme, if your Project does not reach its Fundraising Target by the end of the Fundraising Period, any Pledges made by Supporters for the Campaign will be canceled and you will not be entitled to receive any funds in respect of them.

YOUR OBLIGATIONS

As a Campaign Owner, you shall:

use any funds you receive from Supporters solely and directly for the purposes of achieving the Campaign Goals and for no other purposes;

meet all commitments you make in your Campaign including, but not limited to, delivering all Rewards you offer to Supporters;

use all reasonable endeavors to fulfill each Reward by the estimated fulfillment or delivery date (as applicable) specified by you on the applicable Campaign Profile Page;

promptly and accurately respond in full and to our satisfaction to all queries, clarifications or requests made by us and/or any Supporter;

not use any personal information we share with you in connection with a Supporter for any reason other than fulfilling a Reward or contacting them in relation to the Campaign for which they have made a Pledge;

promptly contact and work with Supporters to reach a mutually satisfactory resolution, which may include refunding their Pledges if you are unable to fulfill any of your commitments (including providing any Rewards);

comply with all applicable laws and regulations in relation to your Campaign, your use of Pledges and offer of and fulfillment of Rewards;

be responsible for paying all fees and collecting and remitting all applicable taxes (including income tax and VAT or similar taxes) connected with your use of Dermaglobal.org, the Pledges you receive and the Rewards you offer; and

not take (or refrain from taking) any action or make any business or other decision in reliance on having your Campaign posted on Dermaglobal.org or on having any funds from Pledges until you have the received clear funds into your bank account.

4. TERMS OF USE FOR SUPPORTERS

Contribution

Supporters can contribute to a Campaign by:(a) making a Pledge; and/or(b) by evaluating the Rewards offered and the Campaign in general, by writing a review on the Comments on the Campaign Profile Page provided by Dermaglobal.org. If you offer your time and skills you do so at your own risk and will be solely responsible.

You acknowledge that your contribution (whether financial or otherwise) does not entitle you to any rights in or to any Campaign, including any ownership, control or intellectual property rights.

Pledges and Rewards

Once you have registered as a Member of DermaGlobal, you can make a Pledge by visiting the Campaign Profile Page of a Campaign, selecting the Reward you would like to receive and the number of Rewards you desire then completing the payment form and submitting payment.

Your username will be made publicly available in connection with each Campaign for which you make a Pledge under the 'Supporters' tab of the Campaign Profile Page unless you choose to make a Pledge anonymously.

You can make a Pledge by choosing a Reward.

Once you have made a Pledge, you cannot change your selected Reward without canceling your Pledge.

Payment Methods

Once you have confirmed the amount you wish to Pledge, you will be prompted to complete the payment process using one of the payment intermediates that is used for the specific Campaign. This payment processing service is provided by Stripe Payments Europe Ltd or Everypay S.A. depending on the country of incorporation of the Campaign owner and the terms and conditions of this service will apply to the payments you make using it. Please see the [Stripe Terms and Conditions](#) and the [Everypay Terms and Conditions](#) for the terms and conditions that will apply to the processing of the payment of your Pledge. Any personal information you provide to this payment provider will be processed in accordance with its privacy policy and not ours. Please see our [Privacy Policy](#) for further details regarding your personal information and the third party service providers that we use.

When paying using our third-party payment intermediates, you will be prompted to make a pre-authorised payment from your card. Please note that we do not at any time receive or hold any funds that are contributed by you for distribution to Campaign Owners. We are therefore not responsible for distributing funds to Campaign Owners nor for issuing refunds.

Under the All or nothing Campaign, your pledge will only be taken if the campaign you supported is deemed funded at the end of the Funding Period. It will then be taken from your card. the payment intermediary will debit an amount equivalent to your Pledge and release those funds (after reducing our Campaign success fees) to the Campaign Owner. Following the debit of your card by the payment intermediary in the event of a successful completion of a Campaign you have no longer the right to dispute or cancel your pledge or request to receive back the amount you have submitted. On All or nothing Campaigns if the Funding Period ends without the campaign deemed funded, no funds will be taken from your account in respect of that Campaign.

Our Fees

Paying a Pledge by our payment intermediates, no further processing fees are payable in addition to your Pledge amount.

Cancellation Policy

You may cancel a Pledge without charge at any time before the end of the Funding Period for a Campaign, whether it has reached its Fundraising Target or not. If you do so, you will not be eligible to receive any Rewards in relation to your Pledge.

If a Campaign for which you have made a Pledge is not deemed funded by the end of the Fundraising Period, your Pledge will be canceled automatically.

You may not cancel your Pledge once a Campaign's Fundraising Period has ended if at the end of that period the Project is deemed funded. This does not affect your statutory or legal rights.

YOUR OBLIGATIONS

As a Supporter, you shall:

ensure that you have sufficient funds or credit available at the end of the Funding Period of the applicable Campaign for payment of the Pledge;

promptly respond to a Campaign Owner following a request for information reasonably required by the Campaign Owner to fulfill a Reward that you have chosen at the time you made your Pledge;

comply with the terms and conditions for the payment processing services provided by our third-party payment provider; and

ensure that any funds used to make Pledges will not result in a breach of applicable law.

5. CONTRACT BETWEEN CAMPAIGN OWNERS AND SUPPORTERS

In DermaGlobal we provide guidance and we facilitate the agreement between Campaign Owners and Supporters for Pledges and Rewards on terms agreed between them, subject to the rules that we put in place within the present Terms and Conditions in order to act as safeguards for the benefit of all our Members. When a Campaign Owner posts a project on our platform, they are inviting other people to form a contract with them. Anyone who supports a project is accepting the Campaign Owner's offer and provided that the Campaign Owner is deemed funded at the end of the Funding Period forms that contract, subject always to the present terms. DermaGlobal is not part of this contract-the contract is a different legal agreement between Campaign owners and Supporters. Here are the rules that govern such an agreement:

Before a contract is made between the Supporter and the Campaign Owner, the following steps have to take place: (a) after signing into their account the Supporter makes a Pledge by submitting their payment details for processing and accepting the obligation to pay. Before making their Pledge, the Supporter will have the opportunity to review the Pledge amount and any related Reward and, if necessary, to amend these details; and (b) the Supporter will see an on-screen acknowledgement of their Pledge and receive an email confirming details of the Pledge made, to the email address provided by the Supporter.

When the Funding Period ends and the project is deemed funded, or if the Total Pledges are equal to or exceed the Funding Target, only at that time the Campaign Owner accepts the Supporter's offer, and a binding contract is made between them. Nothing that we or the Campaign Owner says or does will amount to any acceptance of a Supporter's offer until this occurs.

When a project is successfully funded, the Campaign Owner must complete the project and fulfill each reward. Once a Campaign Owner has done so, they've satisfied their obligation to their Supporters.

Throughout the process, Campaign Owners owe their Supporters a high standard of effort, honest communication, and a dedication to bringing the project to life. At the same time, Supporters must understand that when they support a project, they're helping to create something new — not ordering something that already exists. There may be changes or delays, and there's a chance something could happen that prevents the creator from being able to finish the project as promised. If a Campaign Owner is unable to complete their project and fulfill rewards, they've failed to live up to the basic obligations of this agreement. To justify this, they must make every reasonable effort to find another way of bringing the project to the best possible conclusion for Supporters. A Campaign Owner in this position has only remedied the situation and met their obligations to supporters if: (a) they post an update that explains what work has been done, how funds were used, and what prevents them from finishing the project as planned; (b) they work diligently and in good faith to bring the project to the best possible conclusion in a timeframe that's communicated to Supporters; (c) they're able to demonstrate that they've used funds appropriately and made every reasonable effort to complete the project as promised; (d) they've been honest, and have made no material misrepresentations in their communication to Supporters; and (e) they offer to return any remaining funds to Supporters who have not received their reward (in proportion to the amounts pledged), or else explain how those funds will be used to complete the project in some alternate form. DermaGlobal shall in no way be held responsible and liable regarding the fulfillment of the Rewards by the Campaign owners to the Supporters.

The Campaign Owner is solely responsible for fulfilling the promises made in their project. If they're unable to satisfy the terms of this agreement, they may be subject to legal action by the Supporters.

6. **YOUR PRIVACY**

In DermaGlobal, we take your privacy very seriously. Please read our [Cookie and Privacy Policy](#) to see how we use your personal information our rules regarding the publication and sharing of personal information relating to Supporters with Campaign Owners and also what types of cookies we use on Dermaglobal.org, the purposes for which we use each cookie, how you can disable and enable the use of certain cookies and the consequences of doing so.

Please be careful when you are using Dermaglobal.org and any facilities in order to exchange personal information with other users that you do not reveal any information from which you can be personally identified by other users such as your

home or work contact details, your last name or where you live except in accordance with these Terms and where you feel comfortable revealing such personal information to such persons. You should in any event only reveal such personal information via secure communications that cannot be viewed by other people. If you wish to make a complaint about any issue regarding personal information please [send an email](#) to us.

7. **USER GENERATED CONTENT**

The following rules apply to your right to post or contribute to our website any content (including content you upload to your Campaign Profile Page, comments you make on Campaign Profile Pages, internal messages and Project updates generally known as “**User Generated Content**” or “**UGC**”):

When you contribute UGC to Dermaglobal.org you are granting us unlimited, non-terminable and free permission (including the right to sub-license that permission) to use, re-use, copy, adapt, abridge, amend, distribute, modify, translate, publish, perform, display, develop, reproduce, communicate to the public and to make your UGC otherwise available in any form and/or by any media (whether now known or hereafter devised), including through any on-demand or broadcast service, whether on a commercial or non-commercial basis anywhere in the world. By way of example only, this will include permission to; (i) make all or any part of your UGC available through Dermaglobal.org to other users of Dermaglobal.org; (ii) include certain UGC in our newsletters; (iii) allow any third parties authorized by us to reproduce, display, publish, communicate, perform and/or embed activity and content on their platforms, including their websites and applications; and (iv) allow third parties to link to pages on Dermaglobal.org which contain your UGC. Furthermore, you are granting to every other user of Dermaglobal.org unlimited, non-terminable and free permission to use all or any part of your UGC on the same terms as you are permitted to use their UGC.

Any posting of information or sending of internal messages on or via Dermaglobal.org is the opinion of the person posting or sending only and does not necessarily reflect our opinions or attitudes. If you rely on the information posted, you do so at your own risk. Although we have rules for the posting of content, it is possible that our interactive features could be susceptible to misuse. We ask all users to contact us in respect of any suspicion of misuse. We are not involved in any arrangements made between members. Any postings on Dermaglobal.org and the uploading of any photos, pictures, videos, animations or other audio-visual material to Dermaglobal.org by Members do not constitute any form of recommendation, representation, endorsement or arrangement by us. In particular, we have no control over and are not responsible for the truth or accuracy of any content, its compliance with any legal or regulatory requirement or its quality or safety.

Please [contact](#) DermaGlobal if you have any concerns about the content of any information seen on the website.

8. **DERMAGLOBAL MEMBERS CODE OF CONDUCT**

The following rules apply to your use of the features contained on Dermaglobal.org. More specifically, as our Members, you shall ensure that:

You only contribute UGC to Dermaglobal.org if you know that you have the necessary rights to do so. By contributing UGC to Dermaglobal.org, whether text, images, video, sound recordings or other material, you are promising to us and to other Members that: (i) you either own any copyright in that content or that you have obtained the necessary right(s) to make the content available through Dermaglobal.org in accordance with these Terms and permit its use via Dermaglobal.org and in our newsletters and that such permissions are freely available on demand by us should we require; and (ii) you will not be infringing anyone's intellectual property or other rights or breaching any law or regulation (including data protection and privacy laws), by contributing that content and by allowing it to be used in the ways described in these Terms. If you are in doubt about whether you have permission to post your UGC, please do not upload or post it to Dermaglobal.org.

all information provided by you via Dermaglobal.org or which you provide to other Members or in connection with any Campaign is accurate, true and up to date in all respects and at all times and is not misleading in any way;

all content posted by you is lawful and not defamatory, abusive, threatening, harassing, obscene, discriminatory, or otherwise objectionable or embarrassing to any other person as determined by us in our sole discretion;

you will use Dermaglobal.org and any information and content obtained from it lawfully and only for the purposes for which it has been provided and in accordance with these Terms;

you will not harass or mislead or act unlawfully towards any person that you have contacted via Dermaglobal.org or disclose or use any contact information that they may provide to you without their consent;

you will cease to contact anyone that you have contacted via Dermaglobal.org immediately if they request you to do so; and

any content you upload is not in breach of any copyright or other intellectual property rights owned by a third party and, in the case of any photos or videos that identify individuals, that you have their full permission to make their image available through Dermaglobal.org and to permit use of such content and image by any third parties we may authorize under these Terms. In the case of children, you will need to obtain prior permission to use their image from their parents or guardians.

Member at all times shall refrain from:

distributing or posting spam, in particular by sending unsolicited marketing messages to other Members, or distribute or post chain letters, unsolicited loans
(Dermaglobal.org strongly recommends that you do not make contact with members

offering you unsolicited loans. Dermaglobal.org cannot be liable for any losses incurred if you choose to ignore this advice) or pyramid schemes;

distributing viruses or any other technologies that may harm Dermaglobal.org or the interests of users of Dermaglobal.org or Members or otherwise interfere with or disrupt our servers;

posting or transmitting any advertisements for or solicitations of business;

after receiving a warning, continuing to disrupt the normal flow of dialogue, or posting or transmitting comments that are not related to the topic being discussed;

except as permitted under these Terms, copying, modifying, or distributing our content or trademarks from Dermaglobal.org or Members' copyright material and trademarks or any content or trademarks owned by a third party unless you have their explicit permission;

harvesting or otherwise collecting or using information about Members without their explicit consent;

impersonating another Member or falsely state or otherwise, misrepresent your affiliation with a person or entity;

allowing any other person or entity to use your login details or account for posting or viewing comments or for communicating with other Members;

continuing to use Dermaglobal.org if your access to Dermaglobal.org has been suspended or your account terminated; or

engaging in any other conduct that restricts or inhibits any other persons from using or enjoying Dermaglobal.org, or which, in our judgment, exposes us to any liability or detriment of any type.

Notwithstanding any other provision in these General Terms of Use DermaGlobal can at its discretion suspend or terminate the Membership Agreement immediately, if it deems, at its own discretion, to be in breach of the rules depicted in this Section, or otherwise detrimental to the exclusivity and/ or reputation of DermaGlobal and/or the Website.

9. DISPUTES BETWEEN MEMBERS

We are under no obligation to become involved in disputes between any Members, or between Users and any third party arising in connection with the use of Dermaglobal.org. This includes, but is not limited to, the fulfillment of Rewards or other commitments and services, and any other terms, conditions, warranties, or representations associated with Campaigns on the Dermaglobal.org. We do not monitor and are not liable to you for the performance or punctuality of Campaigns nor do we endorse them. We will co-operate with any law enforcement authorities in any investigations arising out of your dispute with another Member.

10. GENERAL PROVISIONS

Content and Intellectual Property Rights

All of the content on Dermaglobal.org is owned by (and all copyright, trademark and other intellectual property rights in that content shall at all times remain vest in) us or our licensors and is legally protected in various ways by UK and international copyrights, trademarks, service marks, patents, trade secrets, and other rights laws. Our content includes any information or other material found on or via Dermaglobal.org, including without limitation text, databases, graphics, logos, icons, videos, images, sound clips, data compilations, the Website's page layout, underlying code and software and all other features found on or via Dermaglobal.org. You agree to respect all copyright and other legal notices, information, and restrictions contained in any content accessed through the website.

DermaGlobal grants you a license to reproduce content from the Services for personal, non-commercial use only. This license covers both DermaGlobal's own protected content and user-generated content on the website. This license is worldwide, non-exclusive, non-sublicensable, and non-transferable. You may view Dermaglobal.org's pages and content online and print a copy of these Terms for your records. If you want to use, reproduce, modify, distribute, or store any of this content for a commercial purpose, you need prior written permission from DermaGlobal or the relevant copyright holder.

Furthermore, as Members, you are not in any circumstances permitted to:

- *make commercial use of any such content except in the case of your own UGC which you may use for the purposes of providing information in connection with your Campaign on the Campaign Profile Page and your Business; A "commercial purpose" means you intend to use, sell, license, rent, or otherwise exploit content for commercial use, in any way.*
- *change, edit, translate or otherwise create derivative works of any such content; or*
- *remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to, or are contained within, the content.*

The trademarks, logos and brands appearing on Dermaglobal.org are owned by us or our licensors. No permission is given in respect of the use of any of these marks, logos or brands, and any such use may constitute an infringement of the holder's rights.

Third-party software

You acknowledge that you may need to download and activate certain software in order to use certain content available on Dermaglobal.org. This software will be clearly identified on Dermaglobal.org. In order to use such third-party software or

technology, you may have to accept the terms of a license agreement with that third party. You acknowledge that we have no responsibility or control over such third-party software.

Links to other websites

You acknowledge that Dermaglobal.org may contain links to other third-party websites. For instance, project pages, user profiles, and comments may link to other sites. DermaGlobal partners with other companies (such as [Stripe](#) and [Everypay](#)) for payment processing.

Also, when you support or create a project, you're also agreeing to the payment processor's terms of service.

Although we make any possible effort to choose partners that we trust and believe in unless we expressly say otherwise, you should assume that we do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability. When you access third-party websites, you do so at your own risk. We do not control or endorse those sites or make any representations about them, or any content found there, or any results that may be obtained from using them.

Moreover, if you use any linked websites, any personal information you give to them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.

Promises, liability and warranty disclaimer

Other than as mentioned above, we do not have any involvement in any arrangements Members make with each other through Dermaglobal.org. We, therefore, do not accept any responsibility for the nature or quality of a Project's performance or any Rewards or returns, nor do we promise that any Member, whether Campaign Owner or Supporter, will do as they promise. The arrangements you make are solely private and the contracts relating to Campaigns, Pledges and Rewards are made directly between the individual parties concerned. Accordingly, when using Dermaglobal.org, you take full responsibility for your arrangements with other Members whom you contact and the nature, terms and extent of your arrangements with them and obligations to them. Moreover, although we may from time to time agree to promote and advertise certain Campaigns or help to raise awareness of their Campaign Goals, we will not be involved in the management of or use of Pledges in relation to a Project nor will we directly offer or fulfill Rewards ourselves.

Although we will make any possible effort, we are not able to securely verify the identity of anyone who becomes a Member nor the information they provide about their Project, the Rewards offered or themselves. We cannot, therefore, give any

guarantee that any of the 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 Members or their Projects.

We try to make Dermaglobal.org available at all times, but, of course, we cannot guarantee this. You use our Services solely at your own risk and the content and services available on Dermaglobal.org are provided on an 'as is' and 'as available' basis. We promise however that we will operate Dermaglobal.org with reasonable skill and care. To the fullest extent permissible under applicable law and we disclaim any and all promises, warranties, conditions, or representations relating to Dermaglobal.org and its content, whether express, implied, oral or written. In particular:

We make no warranty or representation (express or implied) that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, or as to the truth, accuracy, integrity, quality or completeness of the content or information that appears on Dermaglobal.org and you should not rely on it being accurate, truthful or complete.

We are not responsible for verifying the ownership of any content posted or uploaded onto Dermaglobal.org.

Any posting of comments or information on Dermaglobal.org is the opinion of the person posting only and in no way reflects our opinions or attitudes, nor constitutes any form of recommendation, representation, endorsement or arrangement by us. To be clear, each user acts on his/her own behalf at all times and does not act as our representative or agent in any way.

We cannot guarantee and shall not be liable to you in relation to the performance or reliability of the online payment processing services of our payment intermediates.

We make no guarantee of any specific results from the use of the Website. No part of this Website is intended to constitute advice, and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

You agree that your access and use of Dermaglobal.org and its content is at your own risk. We do not have any knowledge of, or control over, the particular purpose(s) for which the information and content available on Dermaglobal.org is used. The content and information that we make available on Dermaglobal.org are provided for information only. Accordingly, we exclude any and all liability for any loss of any nature suffered by you as a direct or indirect result of your use of any of the information or content available on Dermaglobal.org or of making any decision, or refraining from making any such decision, based wholly or partly on any expression of opinion, statement or other information contained in the content available on Dermaglobal.org.

By using Dermaglobal.org you acknowledge and accept the inherent risks, characteristics and limitations of the internet, particularly in terms of technical performance of Dermaglobal.org, response times to view, verify or transfer

information; and the risks inherent in all third party links, connections and transfers via the internet. Accordingly we do not make any promises about the availability or accessibility of Dermaglobal.org or promise that your access to Dermaglobal.org, the content on it or the services we provide will be delivered uninterrupted, timely or error-free; We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war, or legal restrictions and censorship.

We are not responsible for any data or information uploaded by any Members including any content posted, uploaded or published on Dermaglobal.org. It is your responsibility to make backup copies of any of the content you post, upload or publish on Dermaglobal.org and we strongly recommend that you do so;

We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, Dermaglobal.org or the server(s) that make it available. In this respect, you agree that it is your responsibility to install suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of Dermaglobal.org is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content;

Whilst we hope that you will find the websites linked to on Dermaglobal.org of interest, no responsibility of any nature whatsoever is accepted for any such links or any information contained in them.

Nothing in these Terms will reduce any legal rights that members may have if they are dealing with us and Campaign Owners, including in relation to the Rewards that they receive from Campaign Owners.

There are certain liabilities which we cannot exclude by law and nothing in these Terms excludes or limits our liability for the following: (a) for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation; or (b) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude its liability.

We will not be responsible or liable if we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) do or fail to do or due to events or circumstances beyond our reasonable control.

Subject to the above provisions:

IF YOU ARE A MEMBER (Fund Raiser) THEN IF EITHER WE OR YOU FAIL TO COMPLY WITH THESE TERMS, NEITHER OF US SHALL BE RESPONSIBLE FOR ANY LOSSES THAT THE OTHER SUFFERS AS A RESULT, EXCEPT FOR

THOSE LOSSES WHICH ARE A FORESEEABLE CONSEQUENCE OF THE FAILURE TO COMPLY WITH THESE TERMS. LOSSES ARE FORESEEABLE WHERE THEY WERE CONTEMPLATED BY YOU AND US AT THE TIME YOU ACCEPT THESE TERMS; AND

IF YOU ARE A CAMPAIGN OWNER THEN WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE CONTRACT FOR:

(a) ANY LOSSES RELATED TO ANY BUSINESS OF YOURS INCLUDING BUT NOT LIMITED TO LOST DATA, PROFITS, REVENUE, SAVINGS, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION, BUSINESS INTERRUPTION OR ANY PURE ECONOMIC LOSS (IN EACH CASE, WHETHER SUCH LOSS IS DIRECT OR INDIRECT); OR

(b) ANY FORM OF INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS,

IN EACH CASE FOR (a) AND (b), HOWEVER ARISING; AND

(c) ANY DIRECT LOSS (FOR WHICH LIABILITY IS NOT EXPRESSLY EXCLUDED IN THESE TERMS) IN EXCESS OF THE TOTAL AMOUNT OF FEES WE HAVE RECEIVED IN RESPECT OF THE CAMPAIGN TO WHICH YOUR CLAIM RELATES (WHETHER IN RESPECT OF A SINGLE EVENT, SERIES OF CONNECTED EVENTS OR OF UNCONNECTED EVENTS); OR IF NO FEES WERE PAID, IN EXCESS OF £500.

Indemnification

You agree that you will defend, indemnify in full, and hold us (and our volunteers, officers, agents and suppliers) harmless for any claims, damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms (including as a result of any UGC that you post to Dermaglobal.org or any actions you take which disrupt access to and/or the functioning of Dermaglobal.org) or any liability we incur as a result of the use of Dermaglobal.org by you and any other person that uses your account with your permission or as a result of your negligence.

Copyright complaints

We respect the intellectual property rights of others, and we prohibit users of Dermaglobal.org from submitting, uploading, posting or otherwise transmitting any materials that infringe or violate another person's intellectual property rights. It is our policy to comply with clear notices of alleged copyright infringement. If you wish to submit a notice of alleged copyright infringement or a counter-notice, please contact us via [e-mail](#). We reserve the right to delete or disable content alleged to be infringing and to terminate accounts for repeat infringers. We do this when appropriate and at our sole discretion.

Content hosted on third-party websites accessible from Dermaglobal.org is the responsibility of those websites, and not our responsibility. If you are the copyright owner of content hosted on a third-party website, and you have not authorized the use of your content, please contact the administrator of the hosting website directly to have the content removed.

General complaints and requests for further information

If you have any general complaints please e-mail us and we will do our best to resolve them quickly. Each e-mail we receive is read and responded to individually; please allow two business days for us to get back to you. We deal with all promptly and fairly, seriously and will investigate any matter fully. If the complaint concerns an individual, the complaint will not be investigated by the person who the complaint relates to. We will write to you with the outcome of our investigation within 8 weeks of the complaint being received. As rewards-based crowdfunding do not come within the jurisdiction of the Financial Ombudsman Service, you will not be able to refer your complaint to this body.

We may (but are not obliged to) monitor the use of the facilities from time to time, however, we still rely on you to inform us if you spot any abuse or inappropriate behaviour, in which case we may review specific postings. If you feel you have been threatened, damaged or abused in our community or via our communication systems or if you believe any infringement of your rights may have occurred through Dermaglobal.org please [contact us](#) via email.

We reserve the right (but we are not obliged) to do any or all of the following:

record the content (including any communications), the Dermaglobal.org community or in our communication systems;

investigate a claim that any one or more items of content do not comply with the rules set out within the Content Section of the present Terms and determine in our sole discretion to remove or request the removal of the content;

remove without notice any content that is abusive, illegal, or disruptive, or that otherwise fails to conform to these Terms;

terminate a user's access to post content;

monitor, edit, or disclose any content;

edit or remove any content posted on Dermaglobal.org, regardless of whether such content breaches these Terms;

suspend or terminate your access to Dermaglobal.org.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using Dermaglobal.org, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices/updates on Dermaglobal.org. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Miscellaneous

Severability. If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms will not be affected and shall remain in force. For the avoidance of doubt, should these Terms or any part of them be deemed void or voidable, this shall not affect the validity of any license provided under these Terms, including for use of your UGC.

Entire Agreement. These Terms govern our relationship with you and represent our entire agreement with you.

Force Majeure, Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with our obligations under these Terms by anything you, or anyone acting on your behalf, does or fails to do or due to events or circumstances beyond our reasonable control, we will not be deemed to be in breach of contract. Such circumstances include, but are not limited to, fire, flood and other acts of God, strikes, trade disputes, lockouts, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war.

References. References to 'including' and other similar expressions. In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

Assignment. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

Waiver. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.

Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to them or any Contract made under them, except that the provisions of these Terms may be enforced by any of our licensors subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

11. CONTACT DETAILS

For further information about us or if you have any queries or concerns regarding the present Terms and Conditions, please contact us via email at support@dermaglobal.org.

DermaGlobal