





GENERAL TERMS & CONDITIONS

GUARDIANS OF NATURE FOUNDATION

1. INTRODUCTION - DEFINITIONS AND PROVISIONS

- **1.1. Website:** an access point on the internet, available under the domain name www.guardiansofnature.foundation, which website is exclusively owned and operated by Guardians of Nature Foundation, including any and all functions and mobile applications belonging to and/or relating to the Website in any way.
- **1.2. Visitor / Client / User:** a party using the Website or any function thereof in any way. Such natural or legal person who contacts or has contacted Guardians of Nature Foundation via the Website, e-mail, phone, personally or in any other way in order to possibly use the company's services and, during such procedure, provides his/her data listed in the Data Processing and Data Protection Policy, or, in case of a legal entity, provides the personal data of its representative and/or contact person.
- **1.3. Sponsor/Donor:** a Visitor/Customer/User who uses the services of the Website and makes a donation to the Foundation's account at least once. A receipt is issued for the payment.
- **1.4. Gift/Gift item:** any tangible, material service displayed on the Website, which is the result of the Visitor's / Customer's / User's purposeful activity.
- **1.5. Donation collection area:** when you make a donation to our Foundation on the Website, this is where we indicate the exact amount of the donation and the gift item you have chosen.
- **1.6. Operator:** the operator of the Website, the business association specified in the impress.
- **1.7. Contract:** Contains the terms and conditions of the agreement made and entered into by and between Guardians of Nature Foundation and the Visitor (General Terms & Conditions of Use), and governs the contractual relationship of Guardians of Nature Foundation and the Visitor.

Any reference to the Terms & Conditions of Use in the singular shall always include the plural and the plural shall always include the singular. Any reference using the definite article shall also include the indefinite article and references using the indefinite article shall include the definite article.

- **1.8. Parties:** Guardians of Nature Foundation and the Visitor are collectively referred to as Parties.
- **1.9. Competent authorities:** administrative authorities having competence and jurisdiction.
- **1.10. Applicable law:** regulations and acts detailed and specified below; with regard to disputes not regulated herein, the relevant provisions of the Civil Code shall apply.
- **1.11. Place of concluding the contract:** the registered office of the Foundation.









- **1.12. Force majeure:** (circumstances beyond control) means any and all circumstances or situations that are beyond the control of the given person and which result in delaying or preventing the given party from performing their contractual obligations, and which, in case of the general terms & conditions of use, shall include natural disasters, governmental restrictions (including the rejection or deletion of a permission, if such rejection or deletion is not attributable to the given party), wars, civil disorder, riots, acts of terror, fire, explosions, floods, thefts, wilful vandalism, strikes, preventing access and/or any other circumstance that is beyond the affected party's control.
- **1.13. Intellectual Property:** The entire content of our Website is copyrighted. Any and all trademarks, business markings and trade names, furthermore, designs, graphic arts, texts and methods included in the documents available on the Website are exclusively owned by Guardians of Nature Foundation Intellectual Properties shall not be used by the Visitor for commercial or any other purposes, unless they obtain the written consent of Guardians of Nature Foundation; without such consent, however, it is forbidden to copy, transfer, distribute the whole or a part of the visual and written content of our website, or to make a regiftion thereof. In addition, it is forbidden to make such available for the public or to store them in printed version, if such exceeds the extent of personal use.

2. GENERAL PROVISIONS

2.1. This is a Contract specifying the rules applying for the use of the Website operated by Guardians of Nature Foundation, for the use of any related mobile applications, including any functions belonging to and/or related to the Website, and for the use of any information, materials, links displayed on the Website.

If it is not specified otherwise in writing by Guardians of Nature Foundation, the nature of the relationship between Guardians of Nature Foundation and the Visitor in connection with the use of the Website and any of its functions shall be set forth by the provisions of this Contract.

- **2.2.** Before the commencement of using the Website, the Visitor shall carefully read and acknowledge the provisions of the Contract and the Data Protection Policy. By opening the Website, the Visitor acknowledges that he/she has read, understood, acknowledged and approved the provisions set forth by the Contract.
- **2.3.** Guardians of Nature Foundation reserves the right to unilaterally update, modify, edit or amend the Contract at any time, or suspend the operation thereof, if necessary.
- **2.4.** Guardians of Nature Foundation recommends for Visitors to frequently review the entire content of the Website. By using the Website, the Visitor accepts the provisions of this Contract, and any changes made thereto, regardless whether they have noticed any changes since their last visit.
- **2.5.** Guardians of Nature Foundation is not obliged to verify whether all Visitors use the Website in accordance with the provisions of the Contract. The effective version of the Contract shall be the one which is currently available on the Website under the menu item "Policies".









2.6. The Website may only be used for legitimate purposes and only in accordance with the provisions set forth herein. Transferring the Website's content or any part thereof, copying its content, publishing or storing it secondarily also violates the Website Policy and such activities are incompatible with the guidelines of Guardians of Nature Foundation, therefore, any of the above is strictly forbidden for third parties by virtue of the applicable laws!

It is forbidden to use any information displayed on the Website which infringes the copyright, Intellectual Property or brand name of Guardians of Nature Foundation, or which infringes trade secrets or intellectual property rights, furthermore, it is prohibited to use obscene language during the use of the Website or to engage in activities considered harmful to the personal development of minors, or to engage in activities that rise to the level of criminal offence or harassment or that are defamatory or libellous, or which are incompatible with the data protection principles, infringe privacy, or which are misleading or deceptive.

2.7. Guardians of Nature Foundation reserves the right to initiate a civil action against Visitors not complying with the policy.

3. SERVICES

- **3.1.** The Website provides content accessible to any Internet user without registration. Among other things, visitors can learn about the company and its services, and, depending on the amount paid, they can request gift item(s), and by contributing to our Foundation, you, as a Sponsor, contribute to environmental protection and conservation.
- **3.1.1.** The objective of our foundation is to preserve non-used wooden materials and wooden beams for posterity, to support and protect environment protection efforts/natural resources; to support and protect wildlife; to support and protect ecosystems and natural habitats; to support, protect and increase the woodlands of the planet; to support foundations and environmental protection organisations; to support animal welfare organisations.

This is how we developed our theory "Nature's Guardians". We want to spread this movement online and offline as widely as possible.

A gift of an old tree, at the level of your contribution, represents your contribution to the protection of the environment; the promotion and protection of natural resources; the promotion and protection of wildlife; the promotion and protection of ecosystems and habitats; the promotion, protection and enhancement of the world's tree population; the support of foundations and environmental organisations; the support of animal welfare organisations.

In addition, through our website, you have the opportunity to participate as a Featured Sponsor by donating additional funds beyond the gift items you request, which will also support the above objectives.







3.1.2. Gifts/Gift Items: our Foundation makes unique "Handmade" gift items for our Supporters from last century or older, mainly dismantled, unused wooden beams. The uniqueness of the gift item is that we keep the material in its original state, we leave the rings of the year visible, which can show the age of the old wood to symbolize our theory, it is completely natural to bring nature closer to people, and we add unique pictures, even your own picture, to make the Sponsor feel completely at home. We have the inscriptions on the Trees made using special laser machines that process old wooden beams to burn the pattern into a piece of wood, giving the souvenir hundreds of years of additional durability. Custom wood pieces can be made with your own photographs on our online platform, where we have developed a process to convert the photograph for the Sponsor so that the image on the tree is perfectly in sync with the final Gift Tree and gives a unique feel to the Sponsor.

On the website, the image upload and image editing functions are available without registration, and the uploaded data is only stored once the purchase process is complete.

Gift items made from dismantled timber from the last century or older are not completely uniform due to their age and original functional use, they may show signs of dismantling such as stretching, nailing, cleaning, in some cases cracks may be present due to drying, and the colour and hardness of the wood may vary due to the warping.

As we are constantly saving and processing old pieces of wood and each piece is different, we are not able to give our Sponsors any information in advance about the surface of the Wooden Gift Item, the condition of the Wooden Gift Item, and the Sponsor accepts this. These conditions are shaped by time and nature, which we have no control over, we just process them, have them cleaned, put them in a non-damaging condition. The size of the wooden gifts always varies between a 30-10 cm wide band, a 25-10 cm high band and a 5-10 cm deep band, from these dimensions the wooden gift itself cannot be different.

The donor also has the option to choose a unique "Handmade" utility item, an old wooden chest backing, which can be used to store different items depending on the user. You can find photo ideas for their palette of uses on our website.

The Sponsor also has the option to choose a unique "Handmade" photo album gift item at the time of donation. Depending on the template, 1-10 wooden photo cards will be placed on the 20x27 cm surface of the single-sided photo album. You can find display ideas for these on our website. The double-sided photo album 2x20x27 cm has 2-20 wooden photo cards, depending on the template. You can find display ideas on our website.

In view of the above, laser cutting the wood does not necessarily provide a homogeneous surface, so some parts of the photo and text may be missing due to gaps, cracks and decades of drying, but these missing parts are what make the Gift unique, old and unrepeatable.

We cannot guarantee the quality and sharpness of the images uploaded by the user, which will appear on the wood and on certain parts of the box, as they are provided by the user and are out of our control!

Javasoljuk, hogy minél nagyobb felbontású és minél élesebb képet töltsön fel az online rendszeren keresztül! Próbáljon fektetett képet használni, hogy minél több részlet ráférjen a fadarabra. Kérjük, vegye figyelembe, hogy a fadarab szélesebb, mint magasabb!









3.1.3. Non-governmental movement/organisation for the environmental protection and for fighting climate change

Our objective is to create a network around the world, which responsibly takes care of environmental protection and the increase of the woodlands of the Earth in the long run while also providing some kind of gift for the contributors/customers. With regard to the objectives described in Section 3.1.1., in cooperation with non-governmental organisations, we wish to unite the citizens of the world, and by increasing the woodlands of the world or supporting the nature otherwise we are enabling our environment to renew constantly.

3.1.4. Support process, payment systems

The Supporter has the possibility to make a donation through our website to help us achieve our objectives, which will be summarised in the Supporter collection area mentioned in section 1.5. To the extent of the contribution paid, you have the possibility to request a Gift Aid item, which will be illustrated with pictures on our website.

Once the grant amount has been sent and the Gift Item has been selected, the amount of the grant paid and the shipping cost of the Gift Item will be displayed separately in the Sponsor Summary. The shipping cost varies by country. During the process of sending the amount of support, our system will also request personal data from you, which you can find out about in the Data management, data protection and data security section. If you do not complete the sections marked with an asterisk, the process is not complete.

The Supporter can send a donation to support the objectives of our Foundation through a PayPal account or by credit card payment. When making a payment, the payment module integrated in our Website can be used, the bank details can only be entered in the interface of the contracted bank, the card details are not visible to the operator. Payment by bank card is only possible for customers who have activated bank security services, specifically strong customer authentication, which may vary from bank to bank: sms code, QR code or other message, so that the Sponsor can see the transaction has been made.

When paying the grant amount and/or claiming the Gift, our Foundation has contracted with OTP Bank Plc. for the payment by credit card, so the Sponsor can make payments in the following currencies via OTP simplepay pos: HUF, USD, EUR.

If the Customer is visiting our Website from a non-Hungarian IP address and/or from a non-Hungarian browser, he/she can make payments via Paypal payment system or via OTP Simplepay pos system in the following currencies.

We are not able to exchange the sent Gift Items, and our Foundation is not liable for any damage caused during the mailing process and has no other warranties!

3.1.5. The Gift Items will be selected by the Sponsor based on the donation made, as indicated on our website.

Our Foundation shall not be liable for any damages resulting from the use of the website, any defects, errors, unusability, malicious viruses, content, data transmission errors. Also, information, files, documents, printed materials published by third parties that may be brought in connection with our website.







3.1.6. We deliver the finished Gift Items to your home through our partners. You may not deviate from these partners and may not request another company to deliver the Gift Item. The shipping cost is listed under the Gift Item(s) in the Sponsor Collection Area and must be paid in advance, together with the donations if you are requesting a Gift Item.

3.2. Intellectual property

- **3.2.1.** The Visitor shall not have the right to make a copy of, modify, counterfeit or reproduce a part or the whole of the Website without the prior written consent of Guardians of Nature Foundation.
- **3.2.2.** If any of the provisions specified in Section 3.2.1 is violated by the Visitor, Guardians of Nature Foundation will report that to the police and initiate proceedings for the payment of compensation as a result of violating intellectual property rights.

3.3 Links on the Website (partners)

- **3.3.1.** The Visitor acknowledges that clicking on the links on the Website when visiting the Website and visiting such websites intentionally or unintentionally (hereinafter referred to as: visited third-party websites) shall not be associated with Guardians of Nature Foundation, therefore, Guardians of Nature Foundation shall not be held liable in any way for the intentional use of other websites or for any consequences of any accidental visit.
- **3.3.2.** If any dispute arises between the Visitor and the websites visited in the aforementioned way, Guardians of Nature Foundation shall not be included in any way.

3.4. Nature of the relationship

No partnership or business relationship of any kind is established between the Website and the Visitor upon the acceptance of this Contract.

3.5. Legal compliance

- **3.5.1.** The Visitor shall comply with the regulations of the jurisdiction being competent pursuant to the Visitor's place of residence or place of stay. Guardians of Nature Foundation does not assume any liability for the Visitor's activities relating to the Website.
- **3.5.2.** If any dispute arises between the Parties in connection herewith, only the jurisdiction being competent pursuant to the place of the conclusion hereof shall have the right to settle such dispute.
- **3.5.3.** In case of disputes that may arise between the Parties, only the Hungarian version of the user's, data protection and cookie policy shall govern; the versions translated to other languages shall only be considered informative and Guardians of Nature Foundation shall not assume any liability for any discrepancies between the original and translated versions.







4. RIGHTS AND OBLIGATIONS OF THE OPERATOR

- **4.1.** The Operator takes all reasonable steps to ensure the continuous operation of the Website's services, the continuous availability of its functions and to ensure up-to-date information, however, the Operator does not assume liability for defects attributable to circumstances beyond its control (server downtime, lost or disrupted internet connection).
- **4.2.** The Operator shall keep its data and services published on the Website up-to-date and to record any changes thereto. The Operator is entitled to contact the clients and the data provided by the operator shall be correct.
- **4.3.** The operator and the owner(s) shall not be held liable for any damages resulting from the use, deficiencies, errors, unusability of the website or resulting from malicious viruses, contents or data transmission errors. In addition, they shall not be held liable for information, files, texts, printed materials published by third parties that may be associated with our website.
- **4.4.** The Operator reserves the right to unilaterally modify these General Terms & Conditions, the services available and the prices of the services. In case of any modification, the Operator will display such changes prominently on the Website.
- **4.5.** The Operator and the Client agree to settle any disputes arising between them through negotiations. Matters not regulated herein shall be governed by the provisions of the Civil Code and the requirements of the applicable regulations. The contracting parties submit to the exclusive jurisdiction of the court being competent in the given case and being competent in accordance with the registered office of the Operator.

5. LEGAL STATEMENT

5.1. Guarantees and representations

- **5.1.1.** Guardians of Nature Foundation shall not assume any liability or shall not guarantee (explicitly or implicitly) that the content of the Website is accurate and/or suitable for imposing any other regulations not subject to this Contract.
- **5.1.2.** The Visitor uses the Website at his/her own risk. No contents intended for adults, games of hazard or other games are available directly on the Website.
- **5.1.3.** Guardians of Nature Foundation shall not guarantee that the operation of the Website fully satisfies the Visitor's needs, and, continuous access to the site, an error-free Website, continuous updates, error-free operation of the software used for the operation of the Website, a virus- and bug-free Website and the accuracy and reliability of the data or any functions and of any other information on the Website cannot be guaranteed by the company. Visitors, who decide to open the Website, do so voluntarily and at their own risk, and, at the same time, they shall comply with the regulations of their country of stay, if the laws of their country of stay permits such visit.









5.1.4. Links and references directing to third-party websites and/or advertisements and/or contents may appear on the Website. Using such third-party websites, advertisements and contents are based on the free will of the Visitor and Guardians of Nature Foundation shall not be held liable in any way with regard thereto. Guardians of Nature Foundation does not assume any kind of guarantee (implied or explicit) for the information posted on the Website by third parties, for the accuracy and accessibility thereof, or for textual or graphic content placed on other domains, to which you may be redirected from the Website.

5.2. Warranty

No warranty, product or accessory warranty is attached to the gift item selected for donation to the Guardians of Nature oundation.

The gift items sent by the Guardians of Nature Foundation are made of dismantled logs from the last century or older, are not exactly the same due to their age or original functional use, may show signs of dismantling such as splitting, nailing, cleaning, in some cases cracks or gaps in the wood due to drying, and may vary in colour and hardness due to the warping.

The raw material for the photo album and wall crate backing is old salvaged wooden crates, which may have warps, different colour shades, different thicknesses of material, but surface cleaning and sanding is applied before the souvenirs are manufactured.

During the laser cutting process, the wood may not provide a homogeneous surface, so some parts of the photo and textures may be missing due to gaps, cracks and decades of drying, but these missing parts are what make the Gift Object look unique, old and unrepeatable.

As we are constantly salvaging and refinishing old pieces of wood, and each piece is different from the next, it is not possible for us to give our Sponsors advance notice of what the finish of the Gift Item will look like, and the condition of the Gift Item is accepted by the Sponsor. These conditions are shaped by time and nature, which our Foundation has no control over, only to have them processed, cleaned, and thus brought to a non-damaging condition.

6. LOSSES OR DAMAGES

- **6.1.** Guardians of Nature Foundation shall not be held liable for any damages (including property damages and non-property damages) or losses, directly or indirectly, suffered by the Visitor as a result of using the Website, in particular, but not exclusively, for material losses, for losses of profit, for losses of expected income, profit or any other gains, for business losses, for losses of business information or for any other property or collateral damages.
- **6.2.** Guardians of Nature Foundation shall not assume any liability for any loss or gain of the Visitor based on the information obtained during the use of the Website.









- **6.3.** Guardians of Nature Foundation shall not assume any liability in the following cases:
- **a)** errors, misspellings, misunderstandings, mishearings, misreadings, mistranslations, typos, technical malfunctions, defects in display, force majeure and/or any other defects of similar nature;
- **b)** violation of rules set forth by Guardians of Nature Foundation;
- c) criminal law measures;
- **d)** information, suggestions received by Guardians of Nature Foundation in any form and/or through any channels:
- e) legal actions and/or other remedies;
- **f)** any loss or damage of any kind suffered by the Visitor or a third party as a result of using the Website or as a result of clicking on any link on the Website;
- **g)** any damage or loss suffered by the Visitor or a third party as a result of changes to, termination or suspension of the Website's operation;
- **h)** the use of the Website by any person for criminal offences or violations, in the event of any errors, omissions or any other circumstances that are beyond our control;
- i) in the event of any malfunction of the Website, if the Website or any of its functions have viruses of malfunctions, in the event of any damages, costs, expenses or any other malfunctions incurred by them;
- j) in the event of any circumstances occurred at the internet service provider or a third party employed by the Visitor to visit the Website that prevent the Visitor from accessing the Website. In the event of any litigation between the Visitor and its internet service provider, Guardians of Nature Foundation will not participate such procedure in any manner and such litigation shall not affect the content of this Contract;
- **k)** in the event of any claim for damages on the part of the Visitor regarding contents placed on the Website by a third party or arising as a result of the use of such content.

7. DATA PROTECTION PRINCIPLES

7.1. Collecting, processing, storing and/or retaining personal data

7.1.2. Personal data will only be processed in line with our **Data Protection Policy** (being an integral part hereof). For further information, please read such document carefully.

8. THIRD-PARTY WEBSITES, PARTNER SITES

- **8.1.** The terms and conditions and rules set forth herein shall not apply to those third parties who place advertisements and/or links on the Website.
- **8.2.** Guardians of Nature Foundation is not responsible for any content posted on the Website by third parties, including active links, including content posted on other websites operated by third parties and/or its business partners.



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8.3. Guardians of Nature Foundation will not guarantee the protection of the Visitor's data when visiting websites operated by its partners.

8.4. Guardians of Nature Foundation will not guarantee that the websites accessible through active links placed on the Website by third parties have data protection policies.

9. IMPRESS

Owner / operator: Guardians of Nature Foundation

Registered office: Hungary, 3563 Hernádkak, Széchenyi István street 65.

Registration number: 05-01-0064603

Tax number: 19251871-1-05

Identifier: 0500/60086/2020/2300050531537

Type of foundation: Open foundation

Central office: Hungary

Bank account number (IBAN): HU08 1171 1003 2147 0415 0000 0000 (OTP Bank Plc.)

SWIFT (BIC) code of OTP Bank: OTPVHUHB

Registered office of OTP Bank: HU-1051 Budapest, Nádor street 16.

Chairman of the Board of Trustees: Dr. Szatmári Zoltán E-mail address: info@guardiansofnature.foundation

Telephone number: 00 36 70 590 9100

10. AMENDMENTS

- **10.1.** The contract is available on our website. We reserve the right to modify the contract. Any amendments of the contract will be published on our website and such amendments may only take effect after they are published.
- **10.2.** This document has been drafted in Hungarian and the operating company shall comply with the Hungarian regulations; in case of any disputes, courts being competent in accordance with the place of the conclusion of the contract shall have jurisdiction and shall proceed in line with the Hungarian regulations in effect, therefore, irrespective of any translations and different legal systems of other countries, the latest Hungarian version hereof shall govern.
- **10.3.** Version 1.1 of the Contract was updated on 21.01.2022.

