

Donation Terms and Conditions

By using the Donation Form of the TBM Foundation, the Donor agrees to these Donation Terms and Conditions.

Through the Donation Form, the TBM Foundation enables Donors to make donations, gifts, or contributions and to use the services of the TBM Foundation. These Donation Terms and Conditions apply to all transactions between the TBM Foundation and the Donor.

Definitions

- **Donor:** Any natural or legal person who wishes to make donations using the Donation Form.
- **Donation:** A monetary gift made by the Donor via Mollie, voluntarily and irrevocably.
- **Donation Form:** All software made available by the TBM Foundation – via its Website or otherwise – that enables donations (including apps for websites, tablets, and smartphones).
- **TBM Foundation:** Based in Amsterdam, registered with the Dutch Chamber of Commerce under number: 867744480.
- **Beneficiary:** Any individual or charitable organization, fund, or legal entity that receives donations via the TBM Foundation.
- **Agreement:** The agreement between the Donor and the TBM Foundation.
- **Transaction:** Any act or declaration that establishes an obligation, right, or agreement.
- **Website:** mollie.nl
-

1. Applicability

1.1 These Terms and Conditions apply to all transactions, agreements, and services between the TBM Foundation and the Donor. Any deviation must be confirmed in writing by the TBM Foundation.

1.2 Use of the Donation Form implies agreement with these Terms.

2. General

2.1 The TBM Foundation allows donations to one or more Beneficiaries via the Donation Form.

2.2 If the Donor disagrees with these Terms, they must not use the Donation Form.

3. Rights and Obligations of the TBM Foundation

3.1 The Foundation receives donations via Mollie and ensures they are transferred to the designated Beneficiary. If payment fails for 3+ months, the donation may be redirected to a similar charitable cause.

3.2 The Foundation may change or expand services and these Terms.

3.3 The Foundation may engage third parties under the same privacy and confidentiality obligations.

3.4 The Foundation may transfer rights and obligations to third parties.

4. Rights and Obligations of the Donor

4.1 Donor declares to be at least 18 years old.

4.2 Donor guarantees the accuracy of the provided information.

4.3 Donations must be made from funds legally controlled by the Donor.

4.4 Complaints can be submitted via: foundation@thebluemarble.club

5. Donations

5.1 Donations are irrevocable and without compensation.

5.2 Donors must complete the donation and payment process themselves.

5.3 Donors determine the donation amount and frequency.

5.4 Transaction fees are deducted from the donated amount.

5.5 The Foundation may refuse donations and refund them within 30 days.

6. Website

6.1 The Foundation has composed the Website with care, but cannot guarantee third-party content.

6.2 External links do not imply endorsement.

6.3 Users may post content; the Foundation investigates complaints and may remove content.

6.4 The Foundation secures its systems but is not liable for damages due to unauthorized access.

6.5 The Website may be temporarily offline for maintenance, with no compensation for downtime.

6.6 Donors may not share or transfer login credentials.

6.7 Website use is at the Donor's own risk. No guarantees for availability, security, or correctness.

7. Personal Data

7.1 Providing personal data is not mandatory. The first letter of the first name and the last name are shown unless the Donor chooses to remain anonymous.

7.2 Data may be used by partners affiliated with the Foundation.

7.3 Data is handled in accordance with the GDPR.

7.4 Third-party systems may be used on the Website. The Foundation is not responsible for their data handling.

7.5 Sharing functions (e.g., Facebook, Twitter, WhatsApp) are available. Refer to their privacy policies.

8. Data Processing

8.1 Data entered by the Donor may be processed by the Foundation or third-party services (e.g., Facebook login).

8.2 Data may be used for:

- a) Functionality of the Donation Form
- b) Sending newsletters (with opt-out option)
- c) Marketing purposes
- d) Generating anonymous statistics
- e) Securing the Donation Form
- f) Analytics (e.g., IP addresses used for anonymous stats)

9. Liability

9.1 Liability is limited to the amount donated or the average monthly donation, unless caused by intent or gross negligence.

9.2 No liability for damages caused by the Donor.

9.3 Only direct damages are covered.

9.4 The Foundation is not liable for website or donation form malfunctions, including loss of revenue.

9.5 Donors indemnify the Foundation against third-party claims.

10. Intellectual Property Rights

10.1 All IP rights remain with the TBM Foundation.

10.2 Website content may not be reused without written permission.

10.3 No IP rights are transferred to Donors.

10.4 Donors acknowledge the content is protected by applicable IP laws.

10.5 A limited, personal, revocable, non-exclusive, non-transferable license is granted for use.

10.6 Commercial use or reproduction is not allowed without permission.

10.7 Do not alter or remove copyright or IP notices.

11. Final Provisions

11.1 Dutch law applies.

11.2 Disputes will be resolved by the competent court in Amsterdam unless otherwise stipulated by law.

11.3 If any clause is found to be invalid, it will be replaced with a valid equivalent. The rest of the Terms remain unaffected.

Last updated: [July 7, 2025](#)