

# **BIRDFY FUND TERMS AND CONDITIONS**

**Birdfy Team**

[BIRDFY.COM](https://birdfy.com)

# Birdfy Fund Terms and Conditions

## 1. Introduction

Welcome to the Birdfy Fund Project (hereafter referred to as "the Fund"). Applicants seeking funding or product donations (hereafter referred to as "Support") from the Birdfy Fund agree to adhere to the following terms and conditions (hereafter referred to as "Terms"). It is essential for applicants to thoroughly read and understand these Terms before submitting their application. Participation in the Project and sponsorship application are governed by these Terms. Compliance with all specified conditions and requirements within the sponsorship order is crucial. We retain the exclusive right to revoke any benefits associated with the sponsorship order for non-compliance, without any obligation for reimbursement.

## 2. General Provisions and Authenticity of Submissions

2.1. **Compliance:** All projects must comply with relevant local and international laws and regulations.

2.2. **Authenticity of Submissions:** All submitted information and materials by the applicants must be authentic, verifiable, and legally binding. Fabrication or misrepresentation of any submitted materials may result in immediate disqualification and legal action.

2.3. **Privacy Protection:** Birdfy is committed to protecting the privacy and security of all applicants. Information collected during the application process will be used solely for the purpose of evaluating the application and will not be shared with third parties without explicit consent from the applicant, except as required by law.

## 3. Sponsorship Review Process

Upon submission, each application to the Birdfy Fund undergoes careful evaluation by our review team.

### Step 1: Confirmation of Receipt of Your Application

We will respond within one (1) week to confirm receipt of your application.

Applicants may be required to provide details about the project, either through a formal application form or by outlining their needs via email.

## **Step 2: Review of Your Application**

We will thoroughly review your application, adhering to the following timeframes based on the type of sponsorship:

### **(1) Product Sponsorship:**

The review timeline for product sample sponsorship requests will vary depending on the quantity of prototypes needed. We estimate the review process will take approximately 1-2 weeks. Please note that more complex or larger requests may require additional time for thorough evaluation.

### **(2) Financial Sponsorship:**

Applications seeking substantial financial funding undergo extensive review by the financial department. Given the detailed evaluation required, applicants can expect a decision within up to one (1) month.

### **(3) Other Sponsorship:**

Proposals involving other types of sponsorship, such as collaborative efforts between the applicant and Birdfy, typically undergo a review timeline of approximately ten (10) days. This timeframe allows for a thorough assessment of how the partnership can be mutually beneficial and impactful.

Birdfy is committed to supporting innovative projects and collaborations that align with our mission. We appreciate your patience and understanding as we carefully consider each application, ensuring that support is granted to initiatives where it can have the greatest impact.

## **4. Beneficiary's Obligations**

### **4.1 Regular Reporting Obligations:**

The Applicant commits to providing regular updates on the project's progress. The frequency of these updates will vary by project and be defined by the Birdfy Team. These updates shall include:

- A detailed narrative report summarizing activities, achievements, and challenges.
- Visual documentation (photos and videos) showcasing the progress of the project.
- Relevant supporting documentation that evidences the effective use of the funds.

#### **4.2 Publicity and Brand Promotion:**

The applicant (or organization represented by the applicant) grants Birdfy comprehensive rights to utilize project-related information for promotional activities. This includes but is not limited to:

- The use of personal and organizational names, images, logos, as well as photos/videos authorized by the applicant, and other project-related information for sharing on official websites, social media, and other marketing channels.
- The applicant must actively promote Birdfy through diverse channels, including websites, social media, press releases, and more, as part of the partnership. This involves publicly recognizing Birdfy's sponsorship, sharing details of the collaboration, and engaging in promotional activities that highlight Birdfy's support and the partnership's achievements.

#### **4.3 Joint Intellectual Property Rights and Acknowledgment Policy:**

Under the mutual agreement between Birdfy and the funded organization, the following principles guide the management of intellectual property and public acknowledgment:

- Intellectual Property Co-ownership: All intellectual property rights arising from projects financed by the Birdfy Fund shall have their intellectual property rights jointly held between Birdfy and the recipient organization.
- Acknowledgment Requirement: Any dissemination or publication related to the project's results must explicitly acknowledge support from the Birdfy Fund.

## **5.Disclaimer of Liability**

To the maximum extent permitted by applicable law, Birdfy disclaims all warranties, whether express or implied, concerning the Project. The applicant expressly acknowledges and agrees that their participation in the Project is exclusively at their own risk and responsibility. Under no circumstances shall Birdfy be liable for any incidental, special, consequential, or punitive damages, including but not limited to, loss of revenue, profit, opportunity, or any other losses incurred as a result of participating in the Project, regardless of whether Birdfy was advised of the possibility of such damages, arising out of or related to these Terms or the Project itself.

## **6.Additional Provisions**

### **6.1 Governing Law and Jurisdiction:**

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the applicant resides or where the project is implemented, as applicable. Any legal action or proceeding arising out of or related to the Project or these Terms shall be subject to the jurisdiction of the courts within that jurisdiction. This provision ensures that legal matters are handled in a manner that is both accessible and relevant to the parties involved.

### **6.2 Severability:**

If any provision of these Terms is deemed unenforceable or invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

### **6.3 Adjustment of Terms and Conditions:**

- **Right to Adjust Terms:** Birdfy reserves the right to make reasonable adjustments to these Terms in alignment with similar activities or standard practices pertinent to the Project.
- **Notification of Material Changes:** If any adjustments materially impact your rights or significantly diminish our obligations and responsibilities, we will inform you through appropriate channels. We encourage you to periodically review these Terms to be aware of any changes.
- **Acceptance of Adjusted Terms:** By continuing your participation in the Project or utilizing related web pages after these adjustments, you acknowledge and consent to be bound by the revised Terms.

### **6.4 Project Continuation and Sponsorship Discretion:**

- **Review and Discretion:** Birdfy retains the ultimate discretion to evaluate the status of any project. Upon such review, if a project is determined not to align with our continuing sponsorship standards, Birdfy may elect to cease its support.
- **Agreement to Amendments:** Your continued involvement in the Project after any amendments signifies your acceptance of these changes. This clause emphasizes the importance of staying informed about and compliant with the updated Terms to ensure ongoing participation.

# Signature Page

**For the Applicant:**

Signed by \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_

**For Birdfy:**

Signed by \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_

By executing this page, the undersigned parties agree to the terms and conditions outlined in the document. This execution may be in counterparts, each deemed an original and collectively constituting the same instrument. The agreement is made in duplicate, with each party retaining one copy. Electronic signatures are recognized as valid and legally binding.