

# Terms and Conditions for Donations (version 1.1)

## Climanosco

Version of 20 January 2017

*These Terms and Conditions for Donations were adopted by the Board of Directors on 10 February 2017.*

*They are applicable to donations received from 1 August 2015.*

*For questions, please contact Climanosco at [donate@climanosco.org](mailto:donate@climanosco.org)*

*Attached document: Appendix I to the Terms and Conditions for Donations*

Climanosco is a non-profit association registered at the Commercial Registry Office of Zurich, Switzerland, on 11 August 2015 (Registration ID: CHE-415.265.288). Details on the association including its goals and its Statutes can be found at the address: [www.climanosco.org/about](http://www.climanosco.org/about). Climanosco finances itself through donations, membership fees and sales of items. All donations, membership fees and benefits made from our sales will be exclusively and solely used by Climanosco's association to pursue its goals according to its Statutes.

### 1. About these Terms

- These "Terms and Conditions for Donations", named "Terms" hereafter, rule the conditions under which Climanosco accepts donations and those relations between Climanosco and its donors that arise from the donation. Other types of relation between Climanosco and persons, such as member or customer relations, follow rules that are set forth in other Terms available separately on Climanosco's Internet site.
- Climanosco reserves the right to update the Terms hereafter without notification. The Terms that apply to a given donation are those that were in force at the time the donation was processed. The following Terms are currently applicable and can be downloaded or printed.

### 2. Terminology

- A "donor" is here understood as a person donating money to Climanosco.
- A "donation" is here understood as the final amount received in CHF on Climanosco's bank account from a donor after deduction of all fees such as currency change, credit card and transfer fees.

### 3. Making donations

- Donations can be processed through Climanosco's Online Shop or through direct banking to Climanosco's account. Donations in cash are not accepted.
- The internet address of the Online Shop is: [shop.climanosco.org](http://shop.climanosco.org)
- The banking details for direct banking are:

Account Holder:	Climanosco
Account Number:	61-542259-6
IBAN:	CH79 0900 0000 6154 2259 6
BIC:	POFICHBEXXX
Bank Address:	PostFinance Ltd, Mingerstrasse 20, 3030 Berne, Switzerland
- Donations can be processed in any currency. Climanosco's bank account is in CHF. When money is transferred in a currency different from CHF, it will be automatically converted into CHF by Climanosco's bank. Climanosco is not responsible for the applied currency change rate.

### 4. Cancelling or modifying donations

- A donation can be modified or cancelled by its donor within 10 days of the date of the order by contacting Climanosco at the email address provided below.
- Climanosco reserves the right to deduct from the amount ordered to be returned all fees and taxes incurred.

### 5. Acceptable donations

- As per its Statutes, Climanosco can accept donations up to a maximum per donor over a given period of time. This donation cap serves to ensure Climanosco's independence.
- Climanosco can accept donations up to a maximum per donor per year, named the Yearly Donation Cap. The Yearly Donation Cap which currently applies is provided in Appendix I.
- Donors who wish to donate more than this Yearly Donation Cap can also make a Flexible One-Off Donation representing several years of capped donations. In such case, no further donation will be accepted from this donor for a given time period named Locked Time.
- The Locked Time is determined by the Donation Cap Table provided in Appendix I.
- Donations larger than the Maximum Acceptable Donation given in Appendix I are deemed not acceptable.
- Acceptability and Locked Times are determined at the time of reception of the donation and can not be changed later on, such as for instance after subsequent adjustments in the Donation Cap Table.
- Climanosco reserves the right to update Appendix I without notification.

## 6. Returning donations

- Climanosco reserves the right to refuse a donation without notification.
- Donations exceeding the Maximum Flexible One-Off Donation provided in Appendix I will be refused in full.
- Refused donation will be returned to the donor after deduction of all fees and taxes incurred.

## 7. Taxes

- Donations are not tax-deductible.

## 8. Legal jurisdiction

- The relationship between Climanosco and its donors shall be subject to substantive Swiss law, to the preclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980. With respect to all disputes based on or in connection with any order, transaction or contract, the ordinary courts in 8005 Zurich, Switzerland, shall have exclusive jurisdiction.

## 9. Communicating with Climanosco

- You can communicate with Climanosco by mail or email.
- The mailing address is:  
Climanosco  
c/o The Hub Zurich Association  
Viaduktstrasse 93-95  
8005 Zurich  
Switzerland
- The email address for all communications concerning donations is:  
[donate@climanosco.org](mailto:donate@climanosco.org)

# Appendix I to the Terms and Conditions for Donations 2015-2016

## Climanosco

Version of 30 May 2016

*This Appendix I was adopted by the General Assembly on 1 November 2016. It is applicable to donations received from 1 August 2015 to 31 July 2016, retroactively.*

*For questions, please contact Climanosco at [donate@climanosco.org](mailto:donate@climanosco.org)*

### 1. Yearly Donation Cap

The Yearly Donation Cap is CHF2000 per donor.

### 2. Maximum Acceptable Donation

The Maximum Acceptable Donation is CHF50000. It is associated with a Locked Time of 10 years.

### 3. Donation Cap Table

Flexible One-Off Donation (in CHF)	Locked Time (in number of years)
> 2000	1
> 4500	2
> 7500	3
> 11000	4
> 15000	5
> 19500	6

> 24500	7
> 30000	8
> 36000	9
> 42500	10
≤ 50000	

The formula is:

$$F(Y) = F(Y-1) + D + (Y-1) * A; F(0) = 0;$$

Where F = Flexible One-Off Donation threshold in CHF, Y = Locked Time in number of years,

D = Yearly Donation Cap (2000CHF), A = Yearly Adjustment for Growth (500CHF)

#### 4. Examples

- A donor making a donation of CHF8000 in April 2016 will be able to donate again after a Locked Time of 3 years, namely in May 2019. Any further donation made by this donor before May 2019 will be refused.
- A donor making a donation of CHF50000 will have a Locked Time of 10 years.
- A donation of CHF60000 will be refused.