

Campaignion Terms of Use

for users outside of the United Kingdom

Hello!

more onion runs an online campaigning and fundraising tool named Campaignion. For more details, take a look at <http://www.campaignion.org>

Our service is designed to give you as much control and ownership over what goes on your site / campaign as possible and encourages you to express yourself freely.

Below you can find our Ethical Policy and our Terms of Service. Our Privacy Policy can be found at <http://www.campaignion.org/privacy-policy>

Please read them carefully before accessing or using our service. If you do not agree to all the terms and conditions of this agreement, then you are not permitted access the tool or use any services.

Last updated: April 2016

Ethical Policy

Campaignion aims to empower activists and progressive organisations who seek to make the world a better place. Campaignion is not available for homophobic, xenophobic, racist, anti-semitic, Islamophobic, health threatening, or sexist campaigns, or campaigns that are discriminatory in any other way. We also do not provide Campaignion to organisations whose primary goal is to promote religious beliefs, to make profit or to promote corporate interests.

Fundraising is permitted for non-profits, NGOs, social enterprises and charities. Corporate interests does not include activities carried on by an NGO, non-profit, social enterprise or charity that meets all other criteria outlined in these terms of service.

By using it you agree to NOT use the service to upload, email, post, transmit or otherwise make available any content that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

Campaignion can be used for:

- **Social Change**
- **Environmentalism**
- **Health campaigns**
- **LGBT Rights**
- **Human Rights**
- **Animal Rights**
- **Animal Welfare**
- **Workers' rights**
- **Feminism**
- **Womens' rights**
- **Civil Society**
- **Progressive causes**
- **Anti-capitalist campaigns**
- **and similar concerns**

You will not be able to use Campaignion to promote:

- **Sexism**
- **Hate Speech**
- **Homophobia**
- **Racism**
- **Fascism**
- **Corporate interests**
- **Corporate front groups**
- **Discrimination of minorities**

Campaignion

Terms of Service for users outside of the the United Kingdom

Introduction

These "Terms of Service" (sometimes referred to as this "Agreement" or "TOS") constitutes a legal agreement between you (hereinafter "you or "the client") and more onion e-campaigning OG, Hütteldorfer Straße 253a, 1140 Vienna, Austria (hereinafter "we" or "agency" or "more onion").

These TOS are valid during the time during which you are entitled to use Campaignion because you have an active user account. You are responsible for ensuring that all the terms and conditions of this Agreement are complied with.

By applying to us to use Campaignion you agree to the terms of this Agreement and you acknowledge that you are neither a resident of the United Kingdom nor (if applicable) acting on behalf of an organisation, employer or client that is based in the United Kingdom.

If you are a resident of the United Kingdom or you are acting on behalf of an organisation, employer or client that is based in the United Kingdom, please read the applicable Terms here:

<https://www.campaignion.org/terms-service>

By accepting this Agreement you confirm that you satisfy these requirements and will continue to do so in connection with your use of the Campaignion.

If an individual has the legal authority to use Campaignion electronically on behalf of an organisation, employer or client, "you" refers to the organisation, employer or client. If not, "you" refers to the individual signing hereon.

1. Basics

- 1.1. Campaignion is the tool available through more onion e-campaigning OG that owns and operates the website with the URL: <https://www.campaignion.org>
- 1.2. The purpose of this Agreement is to set forth the terms and conditions under which you are permitted to use our services.
- 1.3. We require that any client be at least eighteen years of age. By using Campaignion, you represent and warrant that you are at least eighteen years of age and that your use does not violate any applicable law or regulation. Your uploads may be deleted and your subscription may be terminated without warning if we have reason to believe you are under eighteen years of age. If you are under eighteen years old and would like to use our website, please get in contact and we will investigate further options.

2. Charges and Payments

- 2.1. Our charges for monthly plans are posted on our Website at <https://www.campaignion.org/pricing> and may be changed from time-to-time. We will charge you in Euros.
- 2.2. Payments are due for the full month for which any part of the month is included. Payments will be charged on a pre-pay basis on the day you agree to these TOS for Campaignion and will cover the use of that service for a monthly, quarterly or annual subscription period as indicated.
- 2.3. We will send you a notification if the number of supporters in your data base exceeds your service package and will then adapt the pricing with the next month, unless a different agreement is reached.
- 2.4. You are responsible for all applicable taxes, and we will charge tax when required to do so.

- 2.5. As long as you are a client or have an outstanding balances with us, you agree to at all times provide us with valid credit card information or valid details of other payment mechanisms and authorize us to deduct the recurring charges against such credit card or payment mechanisms and to replace the information for any credit card or payment mechanisms that expires with information on a different valid credit card or payment mechanisms. Any individual using a credit card represents and warrants that he or she is authorized to use such credit card and that any and all charges may be billed to such credit card and will not be rejected.
- 2.6. We are required to provide a refund only if we terminate our services to you without cause before the end of a month for which you have paid. There is generally no other circumstance in which you will be entitled to a refund from us. We may, at our sole discretion, offer refunds in other situations.

3. User Conduct

- 3.1. You are obliged to give us your correct name, address, email address and further legal information if required. We will not give this information to third parties. Any inspection of your account requires a court order.
- 3.2. You are entirely responsible for the content you publish and any harm resulting from that content. That is the case regardless of whether the content in question constitutes text, graphics, an audio file or computer software.
- 3.3. If you import or incorporate sensitive information into any campaigns, pages, lists, emails or uploads to our servers, you take the full responsibility. We will not have any liability that may result from your use of the service to collect or manage sensitive information. "Sensitive Information" means personal financial account information; Social Security numbers; passport numbers; driver's license numbers or similar identifiers; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to regulations, laws or industry standards designed to protect data privacy and security. Sensitive information also includes credit or debit card numbers collected outside of our secure payment processing system.
- 3.4. You further agree not to harvest or collect email addresses or other contact information of Users from the website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.
- 3.5. You agree that you will not use Campaignion in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site.
- 3.6. If you integrate with Campaignion using our API, you must use efficient programming, which will not cause too many requests to be made in too short a period. We reserve the right to throttle your API connections, or suspend or terminate your Campaignion account, if we deem this not to be the case.
- 3.7. In addition, you agree NOT to use Campaignion to:
- a) use another's account, service or system without authorization;
 - b) upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", "phishing", or any other form of solicitation;
 - c) upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - d) to advertise your account / website via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;

4. Term, Termination and Removal

4.1. Either party may terminate the contract within 30 days without naming cause.

4.2. Automatic Renewal: Unless you notify more onion before the end of the month for which you have paid that you want to cancel an upgrade or terminate the service, your upgrade subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such upgrade (as well as any taxes) using any credit card or other payment mechanism we have on record for you.

4.3. more onion has the right (though not the obligation) to, at more onion's sole discretion (1) refuse or remove any content that, in more onion's reasonable opinion, violates any more onion policy or is in any way harmful or objectionable, or (2) terminate or deny access to and use of the Website to any individual or entity for any reason, in more onion's sole discretion.

4.4. If a user violates any of the terms of this Agreement, we reserve the right to cancel accounts, or bar access to accounts, without refund.

4.5. If, for some reason, we are unable to process your credit card (or other form of payment) order, we will attempt to contact you by email and we will suspend usage of your account until your payment can be processed.

5. Your Campaign Account

5.1. You are responsible for maintaining the confidentiality of any account name and password provided to you. You are solely responsible for the use of any account provided to you. You will not share your password. You agree to immediately notify us of any unauthorized use of any account of yours, so we can take necessary safety steps.

5.2. You must immediately notify more onion of any unauthorized usage of your account or any other breaches of security. more onion will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

6. Your Content

6.1. We, including our employees and independent contractors, are permitted to copy and transmit copies of the content from your email, campaigns, pages to develop algorithms, heuristics and computer programs to help us spot problematic accounts more efficiently and to use such tools, together with personal viewing by employees and or independent contractors, to uncover clients who violate these Terms of Service.

6.2. By submitting content to Campaign, you grant more onion a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the content solely for the purpose of displaying, distributing and promoting your campaign / pages / website. If you delete content, more onion will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

7. Guarantee

7.1. We will make every good faith to ensure Campaign is available as much as possible, and with as little service interruption as possible. We guarantee server availability of at least 99.5%. The client acknowledges that the server will not be available during planned maintenance period or while technical problems are dealt with. If server availability drops below 99.5%, we will give you a 10% discount on your annual hosting fee. Current server availability averages 99.9%.

8. Limitation of Liability

8.1. The following regulations regarding our liability and warranty shall apply to all of your claims for damages or other claims for compensation occurring at this point that result from or in connection with the performance of this Agreement and cases of liability regardless of their legal basis (e.g., warranty, delay, impossibility of performance, any violation of obligations, the existence of an impediment to performance, tort, etc.) except for claims from the client:

- a) for damage resulting from any injury to life, limb or health,**
- b) for claims resulting from fraudulent concealment of a defect by more onion, or if a characteristic is missing for which more onion has incorporated a guarantee,**
- c) based on intentional or grossly negligent behaviour of more onion, its bodies or managing employees.**

8.2. More onion and its agents shall be liable for material damage and financial loss caused through negligence only in the event of infringement of an essential obligation, that is, an obligation whose fulfilment enables a proper implementation of the Agreement and on whose compliance the Customer can regularly rely, but limited to typical damage foreseeable at the time when the Agreement was concluded.

8.3. More onion shall warrant the technical availability of the services in accordance with the regulations in section 7 of these TOS. We shall not assume liability for any incidents within the service network for which we are not responsible.

9. Indemnity

9.1. You agree to indemnify and hold us, and our employees and representatives, harmless from any and all losses (including, but not limited to, legal fees) resulting from any claims not permitted under this Agreement due to a "Limitation of Liability" or other provision, that you assert, or may assert, based on or relating to your use, or the use of any individual using your password, of Campaignion.

9.2. You further agree to indemnify and hold us and our employees and representatives, harmless from any and all losses resulting from claims of third parties, including, but not limited to, legal fees, that result in whole or in part from allegations of conduct by you that, if true, would constitute a violation by you, or any individual using your password, of any of the terms of this Agreement.

10. Legal Fees

10.1. In the event that we file an action against you claiming you breached this Agreement and seeking to recover liquidated damage and/or other relief, and we prevail, we shall be entitled to recover reasonable legal fees in addition to any damages or other relief which we may be awarded.

11. Applicable law

11.1. The agreement and all mutual rights and duties resulting therefrom as well as any claims between the agency and the client shall be subject to Austrian substantive law.

11.2. In using Campaignion you agree that you will comply with all applicable laws.

12. Warranties of Compliance

- 12.1. You represent and warrant that in compiling your supporters' list, sending emails via Campaignion and collecting information as a result of individuals visiting your website or otherwise, you:**
- a) Will have clearly described, and will continue to clearly describe, in writing how you intend to use any data collected, including for sending emails if you obtain express consent from your supporters and potential supporters to use the data in that manner. You will include an express consent to transfer the data to Campaignion as part of this process, and otherwise comply with whatever privacy policy you have posted.**
 - b) Represent and warrant that you have complied, and will comply, with all data protection and privacy laws and regulations applicable to the countries in which you are sending any form of email or doing an online action via Campaignion including, for example, the regulations relating to the European Union Privacy and Electronic Communications Directive. In this regard, you represent and warrant that you have collected, stored, used and transferred all data relating to any individual in accordance with all data protection laws and regulations relating to the country in which such individual resides and obtained all necessary consents to enable Campaignion to receive and process that data and forward communications to that individual on your behalf.**
 - c) You further agree to indemnify and hold us harmless from any losses, including legal fees, resulting from your breach of any part of the foregoing warranties.**
- 12.2. Protection of personal data are very important to us. We will comply with the applicable data protection laws, including in particular, the adoption of laws consistent with the EU Directive 95/46/EC ("EU Data Directive") binding in Austria, as amended from time to time.**

13. Miscellaneous

- 13.1. Force Majeure : We shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond our control and without our fault or negligence, such as acts of civil or military authority, then current laws and regulations and changes thereto, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts of hackers and other illegal activities of third parties, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation or telecommunications common carriers or overloading or slow downs over the internet or any third party internet service providers.**
- 13.2. Further Actions : You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of this Agreement.**

14. Reporting Abuse

- 14.1. We take abuse reports seriously. If you find a Campaignion website abusive, we want to hear about it. Please report these incidents to us by sending an email to support@more-onion.com**

15. Notifications and Messages

- 15.1. Notification of Security Breach :** In the event of a security breach that may affect you, or individuals listed as your supporters, we will notify you of the breach and provide a description. In the event we reasonably determine, and notify you, that it is necessary for all or part of such information to be forwarded on to individuals on one or more of your Lists, you will promptly forward such information to the individuals on such list or lists.
- 15.2.** Any notice to you will be effective when sent to the last email you have given us or posted on our website. Any notice to us will be effective when delivered to us with a copy to our company site more onion e-campaigning OG, Hütteldorfer Straße 253a, 1140 Vienna, Austria or such replacement addresses as we may later provide on the website.

16. Entire Agreement :

- 16.1.** The terms of the Ethical Policy and the Privacy Policy posted on the Campaignion website are incorporated by reference herein. This Agreement, including such policy which is incorporated by reference herein, embodies the entire agreement and understanding of the parties, and supersedes all prior agreements, representations and understandings between the parties hereto, relating to the subject matter hereof.
- 16.2.** We reserve the right to change any of the terms of this Agreement by posting the revised Terms of Service on our Website and by sending an email to the last email address you have given to us.
- 16.3.** Amendments : No amendment or other change of this Agreement shall be effective except as either expressly permitted under these Terms of Use or agreed to in writing between the parties.
- 16.4.** The unenforceability or invalidity of any term, provision, section or subsection of this Agreement shall not affect the validity or enforceability of any remaining terms, provisions, sections or subsections of this Agreement, but such remaining terms, provisions, sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties hereto.

17. Place of performance and jurisdiction

- 17.1.** The place of performance shall be the registered office of the agency.
- 17.2.** The agreed place of jurisdiction for all legal disputes arising between the agency and the client in connection with this contractual relationship shall be the court having jurisdiction over the subject-matter and the agency's registered office. Notwithstanding the foregoing the agency shall be entitled to sue the client at his general place of jurisdiction.