



# Terms and Conditions of Service

## **MAGNIFYFUND LLC & MAGNIFYMYFUND.com** a peer to peer fundraising platform

Last Update: March 3rd, 2020  
Fort Lauderdale, Florida 33301 – USA

By continuing, you agree to the MagnifyFund and MagnifyMyFund [Terms of Service](#) and acknowledge understanding, acceptance and receipt of our [Privacy Policy](#).

Please read these [Terms and Conditions of Service](#) ("Terms", "Terms and Conditions", "Terms of Service", "Terms and Conditions of Service") carefully before using the [MagnifyMyFund.com](#) website and (the "Service") operated by [MagnifyFund LLC](#) ("us", "we", or "our").

Subject to these [Terms and Conditions of Service](#), as amended from time to time, [MagnifyFund LLC](#) provides (a) the [MagnifyFund LLC](#) platform to you through its website at [www.magnifymyfund.com](#) and attendant mobile applications (the "[MagnifyFund LLC](#) Platform") and related services via [www.magnifyfund.com](#) (collectively, the [MagnifyFund LLC](#) Platform, including any new features and applications, the "[MagnifyFund LLC](#) Services"), and (b) the [MagnifyFund LLC](#) (MMF) Charity platform to charities through its website at [www.magnifymyfund.com](#) ("MMF Charity Platform"), and related services.

If you are a campaign organizer (as defined below), beneficiary to a campaign, comment contributor, or donor (collectively referred to herein as a "User") located in the United States, you are contracting with [MagnifyFund LLC](#) a peer to peer fundraising platform through [MagnifyMyFund.com](#) website at 111 East Las Olas Blvd. Suite #1450, 11<sup>th</sup> floor, Fort Lauderdale FL 33301, in the United States of America.

For purposes of the following [Terms and Conditions of Service](#), "[MagnifyFund LLC](#)," "we," "us," "our," and other similar terms, shall refer to the party with whom you are contracting.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing and/or continued use of the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

**MagnifyFund LLC** ("us", "we", or "our") operates <http://www.magnifymyfund.com> (the "Site"). This page informs you of our [Terms and Conditions of Service](#) regarding the collection, use and disclosure of personal information we receive from users of the Site and how it is applied to manage your project/cause/campaign.

We use your personal information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with these [Terms and Conditions of Service](#).

**MagnifyFund.com** and **MagnifyMyFund.com** are websites to help you understand how our company collects data and how **MagnifyFund LLC** makes its platform available exclusively to nonprofits and individuals who represent such nonprofits through its website, social media, mobile apps and other virtual marketing services (the "Platform"). By visiting and using **MagnifyFund LLC** website and **MagnifyMyFund.com** platform you agree for us to use your personal information and accept the [Terms and Conditions of Service](#) and our [Private Policy](#). ([Terms and Conditions of Service](#) and [Private Policy](#) may be modified from time to time). If you have any questions please email us to [support@magnifyfund.com](mailto:support@magnifyfund.com)

**ARBITRATION, JURY TRIAL, AND CLASS ACTION WAIVER**  
EXCEPT AS OTHERWISE DESCRIBED IN THE DISPUTES SECTION BELOW, BY USING THE **MAGNIFYFUND LLC** SERVICES, YOU AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. PLEASE REVIEW THE DISPUTES SECTION CAREFULLY; BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision.

Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Service. To the extent allowed by law, the English version of these Terms of Service is binding and other translations are for convenience only. If you do not wish to accept the new Terms of Service, you may discontinue your use of the Services.

In addition, when using the Services, you will be subject to additional applicable policies including without limitation, the [Privacy Policy](#) located at <https://www.magnifymyfund.com/privacy-policy>. All such terms are hereby incorporated by reference into these Terms of Service (provided, however, these Terms of Service will take precedence in the event of conflict). We shall resolve any such conflicts in our sole discretion, and all of our determinations are final.

## Access and Use of the Services

### **Individual Fundraising Services by a Sponsoring Non-Profit Description:**

The **MagnifyFund LLC** Services are offered as a platform to allow an individual, entity, or organization (the "Campaign Organizer") to post a fundraising cause/campaign ("Campaign") to the [MagnifyMyFund.com](https://magnifymyfund.com) Platform website to accept monetary donations ("Donations") from donors ("Donors") under the umbrella and strict Sponsorship of a US Non-Profit only.

### **MMF Charity Fundraising Services for a Non-Profit Program Description:**

The **MagnifyFund LLC** Charity Services are offered as an exclusive platform to allow a Campaign Organizer to accept Donations from Donors for a charitable purpose and established registered US Non-Profit program within and part of a US Non-Profit. This means that, in connection with MMF Charity, both the Campaign Organizer and Beneficiary must be a US Non-Profit organization and established as such under the applicable laws of incorporation of the United States of America ("Charities"). For example, in the United States, the Campaign Organizer for MMF Charity Services must be a 501(c)(3), (c)(4) or other non-profit organization, raising funds for a charitable purpose or program within a particular US Non-Profit.

In both cases above, **MagnifyFund LLC** exclusively Services ONLY US based registered Non-Profits, whether they are the Sponsoring Non-Profit or the specific Non-Profit Program within and part of a US Non-Profit.

## Our services

[MagnifyMyFund.com](https://magnifymyfund.com) website offers a platform service to exclusively allow your nonprofit and the representative of the nonprofit to fundraise and accept monetary donations.

Your fundraising campaign will be designed and administered by our webmasters to achieve the best feel and image possible for your donors to understand your cause/campaign. And it will be approved by you as the campaign organizer. Each campaign applies standard transaction fees to the services provided to your nonprofit.

[MagnifyMyFund.com](https://magnifymyfund.com) provides you with the services of creating a fundraising campaign and process your donation to your nonprofit within 48 hours if you live in the United States and up to 5 working days if you live outside the United States.

Any and all collected funds into your 'cause' via [www.magnifymyfund.com](https://www.magnifymyfund.com) has a 10% Payment Processor Fee that is automatically debited from each received donation.

The minimum standard one-time set-up fee per US Nonprofit Organization is \$150.00 US dollars, and an additional \$50.00 US dollars per cause, project or campaign. This MagnifyFund LLC's specific set-up Fees for your 'cause' will be charged to your designated Nonprofit.

Industry-standard payment processor fees also apply (hereinafter and on [MagnifyMyFund.com](https://magnifymyfund.com) website referred to as "Payment Processor Fees"). To learn more about the **MagnifyFund LLC**

Platform, the MMF Charity Platform and applicable [Payment Processor Fees](#), visit us at <http://magnifymyfund.com/payment-processor-fees/>.

All "Payment Processor Services" are Powered by [Authorize.Net](#).

Administrative fees will be deducted at the time of the transfer.

- **4%** to [Authorize.Net](#) for transactions and processing fees, and bank fees, and an additional,
- **6%** for Cause/Campaign and website management and gateway fundraising platform access by [MagnifyFund LLC](#).

[MagnifyFund LLC](#) does not play the role of a financial institution, a charity 501c3, broker, or negotiator.

At any time, you can transfer funds from other fundraising platforms into your 'cause' at

[www.magnifymyfund.com](http://www.magnifymyfund.com)

**please note that a 10% Payment Processor Fee applies.**

Campaign representative or nonprofit are responsible for their own information. [MagnifyFund LLC](#), [MagnifyFund.com](#) and [MagnifyMyFund.com](#) are NOT liable for any misinformation about the project/cause/campaign.

[MagnifyFund LLC](#) is not liable for the verbiage, description and/or mission of each campaign, and it does not guarantee the goal amount that the nonprofit wishes to accomplish through this campaign using [MagnifyMyFund.com](#).

As a donor, once you make donations to a nonprofit, you are not responsible on how the donation will be used. All donations are at your own risk. If by any chance you feel that the funds raised are not being used as they are supposed to be used for, please send us an email to [support@magnifyfund.com](mailto:support@magnifyfund.com) and report it to us. It is a serious matter any fraudulent activity and the misuse of funds raised.

Donors have the option to give month to month donations for a period of time once you choose and agree on a recurring donation basis. Donors are responsible for updated billing information. i.e. credit card number, expiration date, billing address or any other pertinent information.

## Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, causes, campaigns, videos, or other material ("Content"). You are responsible for first complying with our Service terms and then send your content for screening prior to us uploading any content to our website. You will not be able to upload any content by yourself without our consent.

## Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation; your full name, email, contact phone number, address, company, cause, goal, reasons to submit your cause and others in reference of the Service.

## Payment Processor Fees

Any and all collected funds into your 'cause' via [www.magnifymyfund.com](http://www.magnifymyfund.com) has a 10% Payment Processor Fee that is automatically debited from each received donation.

The minimum standard one-time set-up fee per US Nonprofit Organization is \$150.00 US dollars, and an additional \$50.00 US dollars per cause, project or campaign. This MagnifyFund LLC's specific set-up Fees for your 'cause' will be charged to your designated Nonprofit.

Industry-standard payment processor fees also apply (hereinafter and on MagnifyMyFund.com website referred to as "Payment Processor Fees"). To learn more about the **MagnifyFund LLC** Platform, the MMF Charity Platform and applicable **Payment Processor Fees**, visit us at <http://magnifymyfund.com/payment-processor-fees/>.

All "Payment Processor Services" are Powered by **Authorize.Net**.

Administrative fees will be deducted at the time of the transfer.

- **4%** to **Authorize.Net** for transactions and processing fees, and bank fees, and an additional,
- **6%** for Cause/Campaign and website management and gateway fundraising platform access by **MagnifyFund LLC**.

**MagnifyFund LLC does not play the role of a financial institution, a charity 501c3, broker, or negotiator.**

## Transfer of Funds

At any time, you can transfer funds from other fundraising platforms into your 'cause' at

[www.magnifymyfund.com](http://www.magnifymyfund.com)

**please note that a 10% Payment Processor Fee applies.**

## The Services are platforms; We are not a Broker, Financial Institution, Creditor or Charity

The Services are administrative platforms only. **MagnifyFund LLC** facilitates the Campaign of the Campaign Organizers and permits Donors to make donations to these Campaign Organizers.

**MagnifyFund LLC** is not a broker, agent, financial institution, creditor or 501(c)(3) nonprofit corporation.

All information and content provided by **MagnifyFund LLC** relating to the Services is for informational purposes only, and **MagnifyFund LLC** does not guarantee the accuracy, completeness, timeliness or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Causes, Projects, Campaigns, Charities, Donations, Donors, or any information or content relating to the Services, you should consult your financial, legal, tax or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk.

**MagnifyFund LLC** has no control over the conduct of, or any information provided by, a User and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Cause/Campaign will obtain a certain amount of Donations or any Donations at all. We do not endorse any Campaign, User, or Cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any User, Campaign, or event.

## No Solicitation

The **MagnifyFund LLC** and MMF Charity Platforms (collectively "Platforms") are offered to help Campaign Organizers raise money. **MagnifyFund LLC** merely provides the technology to allow fundraisers to connect with Donors. The existence of the Services is not a solicitation of donations by **MagnifyFund LLC**, and **MagnifyFund LLC** does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization. By using the Services, you understand and agree that **MagnifyFund LLC** shall not be responsible for the use of your donations or the amount of funds raised for the User, Campaign, Cause or event.

## Donors

All Donations are at your own risk. When you make a Donation through either of the Platforms, it is your responsibility to understand how your money will be used. **MagnifyFund LLC** is not responsible for any offers, promises, rewards or promotions made or offered by Users or Campaigns. We do not and cannot verify the information that Users or Campaigns supply, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Campaign or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously. You can learn more about our "[Fraud Policy](#)" at <https://www.magnifymyfund.com/fraud-policy>. If you have reason to believe that a User or Campaign is not raising or using the funds for their stated purpose, please use the "Report" button on the Cause/Campaign to alert our team of this potential issue and we will investigate. If you are a donor, you may be covered by our "[Refund Policy](#)", details are located at <https://www.magnifymyfund.com/refund-policy>.

- A. Donors are not permitted to impose restrictions on the use of Donations by a Charity or Event Organizer. To the extent that a Donation is made in response to an appeal for a particular program of a Charity or Event Organizer, or to the extent that a Donor purports to direct the use of Donations by a Charity or Event Organizer, any such directions shall constitute non-binding recommendations only and the Charity or Event Organizer shall have full discretion to determine how all Donations will be used.
- B. **MagnifyFund LLC** makes no representation as to whether all or any portion of your Donations, including, if any, Payment Processor Fees, are tax deductible or eligible for tax credits. **MagnifyFund LLC** will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any Donation by you, any User or any Charity. You should consult your tax advisor as to the amount of your Donation that is tax deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any Donation in any relevant jurisdiction, and particularly if you are awarded a gift or prize in connection with your Donation.
- C. Donors shall provide **MagnifyFund LLC** with such information as is required to enable the issuing of an official Donation receipt. Donor acknowledges and agrees that, in accordance with the Privacy Policy, certain of Donor's personal information will be shared with the Charity to which such Donor makes a donation (including without limitation as part of a Donor List, as set forth above) and may be used by such Charity in accordance with the Charity's Privacy Policy. **MagnifyFund LLC** is not responsible, and shall not be liable, for any Charity's use of any Donor information.

For donors making donations to Charities, please see the state non-profit disclosures for those charities at <http://magnifymyfund.com/state-non-profit-disclosures/>.

Specifically, certain states require written disclosures for Charities soliciting contributions.

## Campaign Organizer

You, as a Campaign Organizer, represent, warrant, and covenant that (i) all information you provide in connection with a Campaign or Beneficiary is accurate, complete, and not likely to deceive reasonable Users; (ii) all Donations contributed to your Campaign will be used solely as described in the materials that you post or otherwise provide; (iii) if you withdraw donations believed by reasonable Donors to be raised on behalf of someone other than you (i.e., the Beneficiary), all Donations will be given to and/or spent on behalf of the Beneficiary; (iv) if you add a Beneficiary through the Services, you relinquish control of the Donations, including the ability to issue refunds; (v) you will not infringe the rights of others; (vi) you will comply with all relevant and applicable law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, political contributions, and asset disclosures for your project; and (vii) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize **MagnifyFund LLC**, and **MagnifyFund LLC** reserves the right to, provide information relating to your Campaign to Donors, beneficiaries of your Campaign or law enforcement, and to assist in any investigation thereof.

If you use the Services as an agent of a Charity using the services to raise funds for such Charity, you represent and warrant that: (a) you are a representative of the Charity, which representative

is authorized to raise funds or bind the Charity to these Terms of Service; (b) you are raising funds for a Charity, with a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and regulations; (c) all donated funds will be used solely for the purpose you have stated on and in connection with your Campaign, and under no circumstances may you use the funds for any other purpose; (d) your Charity has and will maintain tax-exempt status under applicable law (example, the Internal Revenue Code in the United States or the Income Tax Act in Canada; or (e) if your Charity is in the United States, your Charity is registered with GuideStar or the IRS tax exempt organization database, or, in Canada, is listed in the Canada Revenue Agency's database of registered charities.

## Your Registration Obligations

You may be required to register with **MagnifyFund LLC** in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself or your Charity as prompted by the Services' registration form. Campaign Organizers must register using their true identities (or the identities of the Charities' authorized representatives), including their name, address and any image or video purporting to depict the Campaign Organizer or the Beneficiary of such campaign. You agree to keep registration information current and up to date.

Registration data and certain other information about you are governed by these Terms of Service and our Privacy Policy. If you are under 13 years of age (16 in Europe), you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, with or without registering, only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors), with whom **MagnifyFund LLC** has entered into contracts, in order to be able to benefit from their services. If **MagnifyFund LLC** or one of our payments processors at any time discovers that the information you provided about you or the purpose of your Cause/Campaign is incorrect or violates any of these Terms of Service or their terms of service, the Services may be suspended and/or terminated with immediate effect and fines may be applied by the relevant authorities which will in all such cases be payable by you. You acknowledge and agree that the use of third-party payment processors are integral to the Services and that we may exchange information with such third parties in order to facilitate the provision of Services as set out in our [Privacy Policy](#).

## Charities

Registration data and certain other information about you are governed by these Terms of Service and our Privacy Policy. If you are under 13 years of age (16 in Europe), you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, with or without registering, only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors), with whom **MagnifyFund LLC** has entered into contracts, in order to be able to benefit from their services. If **MagnifyFund LLC** or one of our payments processors at any time discovers that the information you provided about you or the purpose of your Campaign is incorrect or violates any of these Terms of Service or their terms of service, the Services may be suspended and/or terminated with immediate effect and fines may be applied by the relevant



authorities which will in all such cases be payable by you. You acknowledge and agree that the use of third-party payment processors are integral to the Services and that we may exchange information with such third parties in order to facilitate the provision of Services as set out in our Privacy Policy.

The MMF Charity Services include the features and services described here. All donations are subject to a Payment Processor Fee for each donation. Donors have the option to cover all Payment Processor Fees at checkout.

- A. *Chargebacks and Refunds.* Occasionally, a Donor may dispute a credit card charge for a Donation through the Services.
1. If Donations are refunded to the Donor by [Authorize.Net](#) and **Authorize.Net** already remitted payment to the Charity, **Authorize.Net** may deduct the chargebacks or refunds from future payments to the Charity, and if necessary, issue an invoice to the applicable Charity. The applicable Charity expressly agrees that it will be responsible for paying **Authorize.Net** the full amount of any Donation refund due to a Donor. **Authorize.Net** may elect to offset a future Donation rather than requesting that the Charity return the refunded Donation.
  2. If such Donations were made through **Authorize.Net**, the Charity has control over the Donations and Charity, rather than **MagnifyFund LLC**, and is responsible for issuing refunds and handling chargebacks directly with Donors.
- B. You acknowledge that certain data available or otherwise accessible on or by means of the Services concerning the list of United States-based 501(c)(3) charities to which you may make a Donation is provided by a third-party licensor of MMF Charity. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by you and **MagnifyFund LLC**, you acknowledge and agree that **MagnifyFund LLC** is the beneficiary with full power and authority to enforce the provisions of these Terms. You agree that **MagnifyFund LLC** may share any information provided by you with **Authorize.Net** to the extent that **Authorize.Net** reasonably needs such data to enforce its rights related to your use of any data.
- C. If you are the authorized representative of a Charity, and you do not wish for your Charity to appear in **MagnifyFund LLC**'s searchable database, you may contact us at [support@magnifyfund.com](mailto:support@magnifyfund.com) to request that your Charity be removed from our database. Your email should include your full name, title, and an email address and phone number associated with your Charity. Please note that if your Charity is removed from the **MagnifyFund LLC**'s database, it will not be eligible to receive contributions through our Platforms.
- D. *Receiving Funds.* As a Charity, receipt of Donations, minus any applicable Payment Processor Fees, is based upon and subject to the applicable Processor's procedures and terms and credit card processor's terms. Available Processors are described under "Donors" below. **MagnifyFund LLC** is not a payment processor.
- E. **MagnifyFund LLC** does not withhold funds for tax purposes. Charities will be solely responsible for taxes based on applicable international, federal, state, local or any other taxes or levies, or for any applicable taxes based on their net income or gross receipts (if any).
- F. Canadian Charities.
1. Official Donation Receipts. Charities in Canada have the option of appointing MMF Charity to issue official Donation receipts on the Charity's behalf for Donations to the Charity through the MMF Charity Services. Charities that do so understand and

acknowledge that the Charity is responsible under the Income Tax Act to ensure that all receipts are issued in compliance with applicable laws. A Charity may at any time rescind its appointment of MMF Charity in this capacity, at which time MMF Charity will immediately cease issuing receipts on behalf of the Charity.

2. Required Information. Charities in Canada that appoint MMF Charity to issue receipts on their behalf must provide MMF Charity with the following information, and must notify MMF Charity immediately of any changes to the information below:
  - A. Current head office address as recorded with the Canada Revenue Agency;
  - B. Name of representative duly authorized by the Charity to sign official Donation receipts;
  - C. Reproducible .jpeg image of signature of authorized representative that can be affixed to official Donation receipts;
  - D. A description and the fair market value of any and all prizes, rewards or other benefits provided to Donors in respect of Donations to the Charity through the MMF Charity Services, which shall be used to determine the eligible amount of the gift for receipting purposes. For greater certainty, the value of any such benefits shall be subtracted from the fair market value of property gifted to the Charity to determine the eligible amount of the gift.
3. Representation of MMF Charity. Subject to the obligations of the Charity set out herein and in particular paragraph 4 below, MMF Charity represents and warrants that, when applicable, it will issue tax receipts in accordance with the requirements of the applicable Canadian law.
4. Reliance on Information Provided. MMF Charity will rely wholly on the information provided by the Charity or its representatives in order to prepare official Donation receipts, as well as information supplied to it by Donors when making Donations. MMF Charity is not responsible to verify any information provided to it by the Charity, any representative of the Charity, or any Donor. The Charity acknowledges this and agrees that MMF Charity shall not be responsible for any incorrect information included on an official Donation receipt, or for any tax or regulatory consequences resulting from the provision of incorrect information by the Charity, any representative of the Charity, or any Donor.
5. Records. All Canadian registered charities are subject to record-keeping obligations under Canadian law. Each Canadian Charity is responsible to ensure that it maintains such records as are required under Applicable Law. This includes a requirement to maintain copies in Canada of all official Donation receipts issued and records to verify Donations received. A Canadian Charity can select to have MMF Charity copy the Charity on all emails sent to Donors on the Charity's behalf which contain an official Donation receipt. Each Charity can also access Donation reports and copies of all official Donation receipts issued on that Charity's behalf by logging on to MMF Charity Services and can print these documents manually.
6. Form of Receipt. A Charity on behalf of which MMF Charity issues official Donation receipts may at any time request a copy of the form of receipt being issued and may direct MMF Charity to revise the form of receipt as necessary to ensure compliance with applicable Terms of Service.

## Ownership of Donor Lists and Data

- A. **MagnifyFund LLC** Platform. As between **MagnifyFund LLC** and Charity using the **MagnifyFund LLC** Platform, Charity may request Donor Lists (defined below) and Donor Data (defined below) for compliance and transactional purposes.
- B. MMF Charity Platform. As between **MagnifyFund LLC** and Charity using the MMF Charity Platform, with respect to Donor lists and Donor Data that **MagnifyFund LLC** has received exclusively by means of a donation to such Charity and by no other means, and to the extent permitted by the Privacy Policy and applicable law, Charity shall own the Donor Data of Donors who have provided a Donation to Charity, including contact information of such Donors; provided, however, that Charity grants to **MagnifyFund LLC** a worldwide, non-exclusive, royalty-free, perpetual license to use Donor Data for the following purposes: (a) to provide the Services, including account administration and processing donations; (b) to enforce our agreements; (c) fraud prevention, safety, security, and compliance with law; (d) to respond to law enforcement requests; (e) research and analytics; (f) to customize, adjust, and improve the Services; and (g) to develop new services. "Donor Data" shall mean a Donor's name, address, email address, donation amount, date of transaction, transaction identification number, name of the project, and event associated with the Donation. THE LIST OF DONORS WHO CONTRIBUTE TO A CHARITY'S CAMPAIGN OR EVENT CONDUCTED THROUGH THE SERVICES ("DONOR LISTS") ARE PROVIDED "AS IS", AND **MAGNIFYFUND LLC** MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES ABOUT THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY DONOR LIST OR ANY INFORMATION CONTAINED THEREIN. By using these Services, all Donors consent to the disclosure of such Donor Lists and Donor Data described in this Section.

## Taxes

It is your responsibility to determine what, if any, taxes apply to the Donations you receive through your use of the Services. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority.

Campaign representatives are responsible for providing a 501c3 status and ID number of the corporation in order to receive services from **MagnifyFund LLC** through MagnifyMyFund.com. **MagnifyFund LLC** via our website, will enable your nonprofit funds donated to the account within three working days or within 5 working days for International donations. The nonprofit and/or campaign organizer is accountable for any reports to the Internal Revenue Service and/or any corresponding tax office.

## Member Account, Password and Security

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify **MagnifyFund LLC** of any unauthorized use of your password or account or any other breach of security, and (b) sign out from your account at the end of each session when accessing the Services. **MagnifyFund LLC** will not be liable for any loss or damage arising from your failure to comply with this Section.

## Modifications to Services

**MagnifyFund LLC** reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom.

## Public Content; Public Display of Information and Donations

Some of your activity on and through the Services is public, such as content you post publicly on the Platforms (including descriptions, texts, music, sound, information, data, software, graphics, comments, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other users or recipients) (“User Content”). Additionally, user profile information, including your first and last name, public email address, organization, personal biography, and other information you enter in connection with your user profile may be displayed to other users to facilitate user interaction within the Services. For example, as a Campaign Organizer, you might post your personal data - such as information about a recent hospital stay - which data might be considered sensitive data. In addition, as a Donor, you have the option to publicly display your Donation for all to see, including on search engines (like Google and Yahoo). To keep the details of your Donation private from the general public, simply click the "Private" checkbox during the Donation process. Please remember that if you choose to provide information using certain public features of the Services, then that information is governed by the privacy settings of those particular features and may be publicly available. Individuals reading such information may use or disclose it to other individuals or entities without our knowledge and without your knowledge, and search engines may index that information. We therefore urge you to think carefully about including any specific information you may deem private in content that you create or information that you submit through the Services. Please see our [Privacy Policy](#) for information on the ways that we may collect, use, and store certain information about you and your use of the Services.

## Unsolicited Information

Please be advised that User Content and other unsolicited information you provide may be publicly accessible, such as information you post in forums or comment sections. We also collect information through customer support communications, your communications to us of ideas for new products or modifications to existing products, and other unsolicited submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, with publicly-accessible information, “Unsolicited Information”). By sending us Unsolicited Information, (a) you agree that we are under no obligation of confidentiality, expressed or implied, with respect to the Unsolicited Information; (b) you acknowledge that we may have something similar to the Unsolicited Information already under consideration or in development; (c) you agree that **MagnifyFund LLC** will be entitled to the unrestricted use and dissemination of the Unsolicited Information for any purpose, commercial or otherwise, without acknowledgment or compensation to you; (d) you represent and warrant that you have all rights necessary to submit the Unsolicited Information; (e) to the extent necessary, you hereby grant to **MagnifyFund LLC** a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right (through multiple tiers) and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Unsolicited Information, and to sublicense

the foregoing rights; and (f) you irrevocably waive, and cause to be waived, against **MagnifyFund LLC** and its users any claims and assertions of any moral rights contained in such Unsolicited Information. This Unsolicited Information section shall survive any termination of your account or the Services.

You acknowledge and agree that **MagnifyFund LLC** may preserve Unsolicited Information, as well as User Content, and may also disclose your Unsolicited Information or User Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests; (b) enforce these [Terms of Service](#); (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of **MagnifyFund LLC**, its users or the public.

## Communications

We may use your personal contact information to provide you with educational materials or marketing tips, updates on fundraising efforts, newsletters, marketing or promotional materials and other relevant information.

## Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by MagnifyFund.

**MagnifyFund LLC** has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that **MagnifyFund LLC** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

**Third-Party Communications:** If you use any feature of the Services that allows you to communicate with third parties (such as to refer a third party to the Services or to communicate with them regarding a Campaign or a donation), either by submitting Third-Party Data to the Services or otherwise permitting the Services to automatically access Third-Party Data in your possession, you acknowledge and agree that you have the authority of the relevant third party for us to access and use the relevant Third-Party Data and that you have notified these third parties and informed them how their information is collected and used by **MagnifyFund LLC** to provide the Services. We reserve the right to identify you as the person who has made the referral in any messages that are sent to them. We use Third-Party Data to (a) contact such third party using the Third-Party Data provided, and/or (b) provide you with an editable template message designed to facilitate communications between you and such third party through the Services. In addition to sending the foregoing communications we may also send reminders or related messages to you and to third parties on your behalf from time to time where permitted by applicable law. In each case, any such communication sent to third parties using Third-Party Data will provide a means to “opt out” of receiving further communication of the same nature.

## Promotions on the MagnifyFund LLC Platform

You are not permitted to offer any contest, competition, reward, give-away, raffle, sweepstakes or similar activity (each, a "Promotion") on or through the **MagnifyFund LLC** Services.

## Promotions on the MMF Charity Platform

You are not permitted to offer any Promotion on the **MagnifyFund LLC** Charity Platform without our prior written consent. You may seek permission by sending an email to [support@magnifyfund.com](mailto:support@magnifyfund.com).

If we consent, you take full responsibility for the Promotion, and you agree that: (a) such Promotion shall comply with all applicable laws; (b) you are solely responsible for all facets of the Promotion, including without limitation any prizes offered; (c) you may not use our intellectual property in the rules or any other materials relating to the Promotion without our express written permission; (d) such Promotion does not require making a Donation as the only way to enter; (e) you are responsible for the marketing of the Promotion, and that such Promotion is not marketed to anyone under either the age of 18 or the age of majority for the jurisdiction in which you reside, whichever age is older; (f) prizes, rewards, giveaways or incentives are not intended to be items available for purchase; and (g) such Promotion may not endorse, sponsor or promote anything related to gambling, alcohol, illegal or prescription drugs, medical devices, national health products, firearms, pornography, or tobacco. You will include the following provisions within your official rules for any Promotion that you choose to publicize on MMF Charity Services: (i) **MagnifyFund LLC** does not sponsor or endorse the Promotion; (ii) **MagnifyFund LLC** does not guarantee the delivery of any reward, incentive or other prize offered by you; (iii) each participant or entrant in the Promotion releases **MagnifyFund LLC** from any and all liability and (iv) all questions concerning the Promotion must be directed to you and not to **MagnifyFund LLC**.

## Events on the MMF Charity Platform

MMF Charity Services enables Charities to offer and users to register for events, such as marathons, walks, rides, and other similar events (collectively, "Events") which may require a registration fee, as determined by the organizers of these events ("Event Organizers"). Event Organizers may establish a page on the MMF Charity Platform that provides details about their Event and provides the ability to collect Event registration fees through MMF Charity Services. Event Organizers shall be solely responsible for such Events, including but not limited to any participation requirements, obtaining any and all necessary permits and waivers, and ensuring such Event complies with applicable law. Event Organizers shall be solely responsible for determining the amount of Event registration fees and providing any associated discounts, promotions or refunds.

- A. *Fees.* Event Organizers that use the MMF Charity Services to process Event registrations agree to pay **MagnifyFund LLC** a Payment Processor Fee for each Event registration as set forth in our [Payment Processor Fees Policy](#).
- B. *Receipt of Registration Fees.* Receipt of registration fees, minus any applicable Payment Processor Fees, is based upon and subject to the payment processor's procedures and terms and credit card processor's terms.

- C. **MagnifyFund LLC** does not withhold funds for tax purposes or otherwise. Event Organizers will be solely responsible for taxes based on applicable international, federal, state, local or any other taxes or levies.
- D. *Chargebacks and Refunds.* Occasionally, an Event Registrant may dispute a credit card charge for a Donation through the MM Charity Services. All refunds for event registrations are handled by Event Organizers. **MagnifyFund LLC** is not responsible for handling or communicating an Event Organizer's refund policy or processing refunds, including without limitation for any errors processing a refund, the failure to provide a refund, the failure of an Event Organizer to communicate about a refund, or any chargebacks related to a refund. Donors should contact the Event Organizer concerning a refund. Event Organizers agree to deal exclusively with Event registrants concerning refunds.

## Information we collect and use

While using our Site, we may ask you to provide us with certain personal identifiable information that can be used to contact or identify you. Personal identifiable information may include but is not limited to your name ("Personal Information").

In order to start an account with **MagnifyFund LLC** through **MagnifyMyFund.com** platform we will require personal identifiable information, cause related verbiage, photos, fundraising messages, videos, usernames and passwords.

## Log data

Like many site operators, we collect information that your browser sends whenever you visit **MagnifyFund.com** and **MagnifyMyFund.com**

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our **MagnifyFund.com** and **MagnifyMyFund.com** you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this data.

You (as a campaign manager/nonprofit representative) are accountable, committed and liable to provide accurate information. You must be 18 years of age or older to start a campaign/cause. Underage individuals must be represented by the nonprofit, school or cause related program Director.

## Information that is private

The following information will not be publicly displayed to other users or third parties. Such as,

- Payment information
- Passwords
- IP address
- Phone number and email.

May you wish to speak to someone in our office please send an email to [support@magnifyfund.com](mailto:support@magnifyfund.com)

## Data Retention

You acknowledge that **MagnifyFund LLC** has no obligation to you to retain data relating to any account or Campaign. You acknowledge that **MagnifyFund LLC** reserves the right to delete data or to terminate accounts or Campaigns at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom. The foregoing does not apply to Campaigns or accounts started by Charities on either Platform, in which case **MagnifyFund LLC** will provide reasonable notice where possible.

## Mobile Services

The **MagnifyFund LLC** Services include certain features that may be made available via a mobile device, including the ability to (i) upload User Content to the **MagnifyFund LLC** Platform, (ii) browse the **MagnifyFund LLC** Platform and (iii) access certain items through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access Mobile Services, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. We shall comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your **MagnifyFund LLC** account information to ensure that your messages are not sent to the person that acquires your old number.

## Limit What Users Can Do

By agreeing to use our service, you also agree to not do certain things. Such as the following listed below, including but not limited to.

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by **MagnifyFund LLC**. By way of example, and not as a limitation, you agree not to use our Services;

- 1.- To abuse, harass, threaten, impersonate or intimidate any person;
- 2.- To post or transmit, or cause to be posted or transmitted, any Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
- 3.- To communicate with **MagnifyFund LLC** representatives or other users in an abusive or offensive manner;
- 4.- For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use our Services;



5.- To post or transmit, or cause to be posted or transmitted, any Communication designed or intended to obtain password, account, or private information from any MagnifyFund user;

6.- To create or transmit unwanted 'spam' to any person or URL;

7.- To create multiple accounts/causes/projects/campaigns for the purpose of voting for or against users' Visual Content;

8.- To post copyrighted Content that does not belong to you, unless you are commenting on Visual content in Blogs, where you may post such Content subject to providing appropriate attribution to the copyright owner and a link to the source for the Content.

## Prohibited Conduct

You are solely responsible for compliance with all applicable law in relation to your Campaign or use of the Services. You are further solely responsible for all User Content that you upload, post, publish, display, transmit or otherwise use (hereinafter, "Upload"). If you are not the beneficiary of the Campaign you organize, you agree to deliver funds to the ultimate beneficiary directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these [Terms of Service](#).

The following are examples of User Content and/or use that is illegal or prohibited by **MagnifyFund LLC**. This list is not exhaustive and we reserve the right to remove any Campaign and/or investigate any User who, in our sole discretion, violates any of the terms or spirit of these Terms of Service. As we investigate Your Campaign, a User, or User Content, we may consider all available material including but not limited to social media, related news, and any other information that we, in our sole discretion, deem relevant in our review. We further reserve the right, without limitation, to ban or disable your use of the Services, remove the offending User Content, suspend or terminate Your account, stop payments to any such Campaign, freeze or place a hold on Donations, and report you to law enforcement authorities or otherwise take appropriate legal action including seeking restitution on behalf of ourselves and/or our users.

Without limiting the foregoing, you agree:

- A. not to use the Services to raise funds or establish or contribute to any Campaign with the implicit or explicit purpose of or involving:
  1. the violation of any law, regulation, industry requirement, or third-party guidelines or agreements by which you are bound, including those of payment card providers and transaction processors that you utilize in connection with the Services;
  2. any election campaigns that are not run by a registered organization within the supported country;
  3. User Content or campaigns that are fraudulent, misleading, inaccurate, dishonest, or impossible;
  4. drugs, narcotics, steroids, controlled substances, pharmaceuticals or similar products or therapies that are either illegal, prohibited, or enjoined by an applicable regulatory body; legal substances that provide the same effect as an illegal drug; or other products, medical practices, or any related equipment or paraphernalia that have been found by an applicable regulatory body to cause consumer harm;
  5. knives, explosives, ammunition, firearms, or other weaponry or accessories;

6. annuities, investments, loans, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, “get rich quick schemes” (i.e., Investment opportunities or other services that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;
7. gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to raffles, casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery), promotions involving monetary rewards, including gift cards, or sweepstakes;
8. User Content that we deem, in our sole discretion, to be in support of hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, or serious disabilities or diseases;
9. Campaign that we deem, in our sole discretion, to be for the legal defense of alleged crimes associated with hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, serious disabilities or diseases, or financial crimes or crimes of deception;
10. activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority;
11. funding a ransom, human trafficking or exploitation, vigilantism, bribes or bounty;
12. pornography or other sexual content;
13. offensive, graphic, perverse or sensitive content;
14. the sale of items before the seller has control or possession of the item;
15. collecting payments on behalf of merchants by payment processors or otherwise; including but not limited to self-payments on campaigns or an attempt to bypass or otherwise circumvent the designated method of payment as provided by **MagnifyFund LLC**;
16. credit repair or debt settlement services;
17. the receipt or grant of cash advances or lines of credit to yourself or to another person for purposes other than those purposes clearly stated in the Campaign;
18. publication or removal of User Content (such as mug shots), where the primary purpose of posting such User Content is to cause or raise concerns of reputational harm;
19. sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value;
20. aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds;
21. counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
22. products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
23. unauthorized sale or resale of brand name or designer products or services;
24. sale of goods or services that are illegally imported or exported;
25. processing where there is no bona fide donation accepted; cash advance; card testing; evasion of card network chargeback monitoring programs;

26. collecting or providing funds for any purpose other than as described in a Campaign description;
  27. any other activity that **MagnifyFund LLC** may deem in its sole discretion to be in support of individuals and/or entities associated with alleged financial crimes including but not limited to corruption, bribery, tax evasion, fraud, and activities of a similar nature; or
  28. any other activity that **MagnifyFund LLC** may deem in its sole discretion to be unacceptable.
- B. not to use the Services to transmit or otherwise upload any User Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) 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; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) in the sole judgment of **MagnifyFund LLC**, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose **MagnifyFund LLC** or its users to any harm or liability of any type;
  - C. not to interfere with or disrupt servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
  - D. not to harvest, collect or publish personally identifiable information of others;
  - E. not to raise funds for a minor without the express permission of the minor's guardian unless the funds are transferred into a trust account for the sole benefit of the minor;
  - F. not to use the Services on behalf of a third party or post any personal data or other information about a third party, without the express consent of that third party; or
  - G. not to use another User's account or URL without permission, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, misrepresent a Charity or Campaign through the Services, or post User Content in any inappropriate category or areas on the Services;
  - H. not create any liability for **MagnifyFund LLC** or cause us to lose (in whole or in part) the services of our Internet Service Provider(s), web hosting company or any other vendors or suppliers;
  - I. not to engage in any conduct that, in **MagnifyFund LLC's** sole judgment and discretion, restricts or inhibits any other user from using or enjoying the Services;
  - J. not to interfere with or disrupt any servers or networks used to provide the Services or their respective features, or disobey any requirements of the networks **MagnifyFund LLC** uses to provide the Services;
  - K. not to gain unauthorized access to the Services, or any account, computer system, or network connected to these Services, by any unauthorized or illegal means;
  - L. not to obtain or attempt to obtain any materials or information not intentionally made available through the Services;
  - M. not to use the Services to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising, except that using the Services for fundraising activities in accordance with these Terms is expressly permitted;
  - N. not to, on the MMF Charity Platform, engage in advertising or commercial solicitation of any product or service without **MagnifyFund LLC's** written consent, except that using the Services for fundraising activities in accordance with these Terms is expressly permitted;

- O. transmit more request messages through the Services in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- P. undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services; or
- Q. attempt to indirectly undertake any of the foregoing.

Additionally, with respect to all Donations you make or accept through the Services, you agree:

- A. not to make or accept any Donations that you know or suspect to be erroneous, suspicious or fraudulent;
- B. not to use the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC);
- C. to maintain reasonable and standard security measures to protect any information transmitted and received through the Services, including without limitation by adhering to any security procedures and controls required by **MagnifyFund LLC** from time to time;
- D. to maintain a copy of all electronic and other records related to Campaigns and Donations as necessary for **MagnifyFund LLC** to verify compliance with these Terms of Service and make such records available to **MagnifyFund LLC** upon our request. For clarity, the foregoing does not affect or limit your obligations to maintain documentation as required by applicable laws, rules, regulations, or governmental authority; and
- E. at **MagnifyFund LLC**'s request, including without limitation in case of investigations by **MagnifyFund LLC**, a payment processing partner, or a regulatory or governmental authority, to fully cooperate in the auditing of such records, investigation of the relevant circumstances and remedy of any uncovered violation or wrongdoing.

**MagnifyFund LLC** reserves the right to refuse, condition, or suspend any Donations or other transactions that we believe in our sole discretion may violate the Terms of Service or harm the interests of our users, business partners, the public, or **MagnifyFund LLC**, or that expose you, **MagnifyFund LLC**, or others to risks unacceptable to us. We may share any information related to your use of the Services with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your account, your Donors, your Donations, and transactions made through or in connection with your use of the Services.

## Donor Conduct

### Donations

In order to contribute to a Cause/Campaign or to a Charity, a Donor will be required to provide **MagnifyFund LLC** information regarding its credit card or other payment instrument ("Payment Instrument") that is linked to the Donor's account on the Services (a "Billing Account"). You, as a Donor, represent and warrant to **MagnifyFund LLC** that such information is true and that you are authorized to use the applicable Payment Instrument. You agree that a certain minimum Donation amount may apply for platform administration and processing fees, and that all Donations are final and will not be refunded. **MagnifyFund LLC** uses third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any Donations made, and Donors acknowledge that by contributing a Donation to a Cause/Campaign, the Donor is agreeing

to any and all applicable terms set forth by our payment partners (currently, Authorize.Net), in addition to these Terms of Service, including [Authorize.Net Terms of Use](#) and [Authorize.Net Privacy Policy](#).

## Recurring Donations

Donors may have the option to contribute recurring period Donations (your agreement to make the Donations on a recurring basis, a “Donation Subscription” and each individual Donation made in connection with a Donation Subscription, a “Donation Installment”), and in electing to contribute on a recurring basis, you, as a Donor hereby acknowledge that Donation Subscriptions automatically renew and have a recurring payment feature, and that unless and until you opt out of the auto-renewal of the Donation Subscription, which can be done through the Platforms, any Donation Subscriptions you have signed up for will be automatically extended for successive renewal periods of the same duration as the initial term originally selected. In connection with each of your Donation Subscriptions, you (i) hereby authorize **MagnifyFund LLC** to bill your Payment Instrument in the amount of the applicable Donation Installments in advance on a periodic basis until you terminate such periodic payments by opting out of the Donation Subscription, (ii) accept responsibility for payment of all Donation Installments occurring prior to opt out and (iii) agree to promptly update your Billing Account with any changes (for example, any changes related to your Payment Instrument, such as a change in your billing address or credit card expiration date). Changes to or termination of Donation Subscriptions or Donation Installments will apply only to Donation Installments that take place after **MagnifyFund LLC** receives notice of such change or termination. **MagnifyFund LLC** does not provide refunds of any amounts received in connection with previously made Donation Installments. Additionally, by enrolling in any Donation Subscriptions, you acknowledge and agree for any and all such Donation Subscriptions, that (a) the ongoing maintenance and operation of Donation Subscriptions and each Donation Installment are the sole responsibility of, and subject to the sole discretion of, the individual or entity responsible for managing and receiving the Donation Subscription (e.g., the applicable Cause/Campaign Organizer or Charity), (b) individual Donation Installments may not be tax deductible, even if previous Donation Installments for the same Donation Subscription were, and the amount of each Donation Installment that is tax deductible may vary, (c) one or more specific Donation Installment may not be provided to or received by the applicable cause, charity or Campaign if such cause, charity or Campaign becomes unavailable, unable to accept Donations, or chooses to stop receiving Donations, which may occur for various reasons, such as if the cause, charity or Campaign becomes subject to an investigation or is suspended or removed from the Services by **MagnifyFund LLC** or (d) the amounts actually received by the applicable Campaign, Charity or cause may differ from one Donation Installment to the next (for example, if the Payment Processor fees associated with the Donation Installment change).

Your non-termination of a Donation Subscription reaffirms that **MagnifyFund LLC** is authorized to charge your Payment Instrument for the Donation Subscription in accordance with these terms. This does not waive our right to seek payment directly from you.

## Campaign Organizers, Beneficiaries or Charities

### Account Holds

From time to time, **MagnifyFund LLC** may, in its sole discretion, place a hold on a Cause/Campaign account (a "Hold"), restricting Withdrawals (defined herein), initiate a reverse ACH transfer, secure reserves, or take similar actions to protect its interests and those of its Users. Some of the reasons that we may take such actions include, but aren't necessarily limited to, the following: (i) if we have reason to believe (in our sole discretion) that information provided by a Campaign Organizer is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) if the funds available (as determined by **MagnifyFund LLC** in its sole discretion) should be provided directly to a person other than the Campaign Organizer (such as a legal beneficiary or person entitled by law to act on behalf of a Campaign Organizer), (iii) if we have reason to believe that a Cause/Campaign or Campaign Organizer has violated these Terms of Service, (iv) if **MagnifyFund LLC** determines that the Campaign Organizer is colluding with donors to engage in fraudulent activity, (v) if we have reason to believe (in our sole discretion) that there may be suspicious or fraudulent donation activity, or (vi) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If you have questions about a Hold we may have placed on your Campaign account, or need information about how to resolve the Hold, please contact us at [support@magnifyfund.com](mailto:support@magnifyfund.com).

### Withdrawing Donations from a Campaign

While **MagnifyFund LLC** strives to make Withdrawals available to you promptly, you acknowledge and agree that Withdrawals may not be available to you for use immediately, and **MagnifyFund LLC** does not guarantee that Withdrawals will be available to you within any specific time frame, and **MagnifyFund LLC** expressly disclaims any and all responsibility for any delay or inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability. You, as a Campaign Organizer, are responsible for ensuring that the information you provide to **MagnifyFund LLC** in order to process a Withdrawal, including your bank account information, is accurate and up to date. **MagnifyFund LLC** may, at any time, for any reason, without notice, and in its sole discretion, offer or issue a refund of Donation(s) with or without consulting with you, which may comprise the entire amount donated to your campaign. **MagnifyFund LLC** is not liable to you or to any third party for any claims, damages, costs, losses, or other consequences caused by **MagnifyFund LLC** issuing refunds, including, but not limited to transaction or overdraft fees.

### Payment Processors for Charities

**MagnifyFund LLC** has partnered with [Authorize.Net](#) to make raising money and donating to Charities easy and seamless. All Charities in the U.S. have the option of using [Authorize.Net](#) to process Donations made through the Services. The manner in which transactions are processed is explained below. Currently, all Event registrations are processed through [Authorize.Net](#).

- A. [Authorize.Net](#) receives Donations from users as the charity of record and then grants the funds to Donor-recommended 501(c)(3) charities. While [Authorize.Net](#) takes multiple steps to attempt to grant donated funds according to the donor's identified preference, [Authorize.Net](#) retains exclusive control over all donations. If a charity fails to meet the

terms of [Authorize.Net](#) Nonprofit Certification Policy and/or fails to meet [Authorize.Net](#) due diligence standards for receipt of a donation at any time, [Authorize.Net](#) may reassign the funds in accordance with its policy here. Donations made through [Authorize.Net](#) are governed by [Authorize.Net](#) US Privacy Policy and User Agreement.

- B. When [Authorize.Net](#) processes a Donation through the Services, the Donation will go directly from the Donor to the non-profit's [Authorize.Net](#) merchant account. Donations will appear on the Donor's credit card statement under the name of the non-profit to whom they contributed. See [Authorize.Net](#) Terms of Service for more information.

## Special Notice for International Use; Export Controls

Software (defined below) available in connection with the Services and the transmission of applicable data, if any, may be subject to export controls and economic sanctions laws of the United States or other jurisdictions. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of such export control and economic sanctions laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

## Apple-Enabled Software Applications

**MagnifyFund LLC** offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- **MagnifyFund LLC** and you acknowledge that these Terms of Service are concluded between **MagnifyFund LLC** and you only, and not with Apple, and that as between **MagnifyFund LLC** and Apple, **MagnifyFund LLC**, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be **MagnifyFund LLC's** sole responsibility, to the extent it cannot be disclaimed under applicable law.
- **MagnifyFund LLC** and you acknowledge that **MagnifyFund LLC**, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-

Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between **MagnifyFund LLC** and Apple, **MagnifyFund LLC**, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties and (iii) you are not located in any other country or jurisdiction from which you would be barred from using the Services by applicable law.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to **MagnifyFund LLC** at [support@magnifyfund.com](mailto:support@magnifyfund.com).
- **MagnifyFund LLC** and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof. Accordingly, the parties acknowledge and agree that **MagnifyFund LLC** enters into this clause ("Apple-Enabled Software Applications") for its own benefit and on its own behalf and also as an agent for the benefit and on behalf of Apple and its subsidiaries with respect to the exercise and enforcement of all rights, benefits and remedies of Apple and its subsidiaries (but not any obligation or burden) in this clause ("Apple-Enabled Software Applications") which rights, benefits and remedies shall be enforceable by **MagnifyFund LLC** in its own right and also as agent for and on behalf of each of Apple and its subsidiaries. **MagnifyFund LLC** may amend, terminate or rescind these Terms of Service without the consent of Apple or any such subsidiary.

## Intellectual Property Rights

**MagnifyFund LLC** and its subsidiaries own or possess the valid right to use all (i) valid and enforceable patents, patent applications, trademarks, trademark registrations, service marks, service mark registrations, Internet domain name registrations, copyrights, copyright registrations, licenses and trade secret rights ("Intellectual Property Rights") and (ii) inventions, software, works of authorships, trademarks, service marks, trade names, databases, formulae, know how, Internet domain names and other intellectual property (including trade secrets and other unpatented and/or unpatentable proprietary confidential information, systems, or procedures) (collectively, "Intellectual Property Assets") necessary to conduct their respective businesses as currently conducted, except to the extent that the failure to own, possess, license or have other rights to use such Intellectual Property Rights or Intellectual Property Assets would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. **MagnifyFund LLC** and its subsidiaries have not received any opinion from their legal counsel concluding that any activities of their respective businesses infringe, misappropriate, or otherwise violate, valid and enforceable Intellectual Property Rights of any other person, and have not received written notice of any challenge, which is to their knowledge still pending, by any other person to the rights of the Company and its subsidiaries with respect to any Intellectual Property Rights or Intellectual



Property Assets owned or used by the Company or its subsidiaries. To the knowledge of **MagnifyFund LLC**, the Company and its subsidiaries' respective businesses as now conducted do not constitute infringement of, misappropriation of, or other violation of, any valid and enforceable Intellectual Property Rights of any other person. All licenses for the use of the Intellectual Property Rights described in our business model to which the Company is a party are, to the Company's knowledge, valid, binding upon, and enforceable by or against the parties thereto in accordance with their terms.

## Services Content, Software and Trademarks

You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by **MagnifyFund LLC**, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services, the Services Content, or Content, in whole or in part, except that the foregoing does not apply to your own User Content that you legally upload to the Services. In connection with your use of the Services you will not engage in or use any data mining, spiders, robots, scraping or similar data gathering or extraction methods. If you are blocked by **MagnifyFund LLC** from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of **MagnifyFund LLC**, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by **MagnifyFund LLC**.

The **MagnifyFund LLC** and **MagnifyMyFund** names and logos are trademarks and service marks of **MagnifyFund LLC** (collectively the "**MagnifyFund LLC** Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to **MagnifyFund LLC**. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of **MagnifyFund LLC** Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of **MagnifyFund LLC** Trademarks will inure to our exclusive benefit.

## Trademarks

**MagnifyFund LLC**, [www.magnifyfund.com](http://www.magnifyfund.com), [www.magnifymyfund.com](http://www.magnifymyfund.com) and our subsidiaries' graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of **MagnifyFund LLC**. **MagnifyFund LLC**'s trademarks and trade dress may not be used in connection with any product or service without the prior written consent of **MagnifyFund LLC**. The images and icons available in the **MagnifyFund LLC** icon pack maybe used by partners and third-party sites in connection with providing appropriate links to **MagnifyFund**'s corresponding sites so long as they are used in a manner that is consistent with **MagnifyFund**'s requirements.

## Third-Party Material

Under no circumstances will **MagnifyFund LLC** be liable in any way for any content or materials of any third parties (including Users) or any User Content (including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content. You acknowledge that **MagnifyFund LLC** does not pre-screen User Content, but that **MagnifyFund LLC** and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any User Content that is available via the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

## User Content Transmitted Through the Services

With respect to the User Content, you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant **MagnifyFund LLC** and its affiliated companies and users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless **MagnifyFund LLC** and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of **MagnifyFund LLC** in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or **MagnifyFund LLC's** exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

We do not guarantee that any Services Content will be made available through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Services Content or User Content, in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Services Content or User Content, or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Services Content or User Content from the Services.

## Payment Card Industry Data Security Standard

The Payment Card Industry Data Security Standard (PCI DSS) is a set of industry-mandated requirements for any business that handles, processes, or stores credit cards. The primary purpose of the standards is to maintain controls around cardholder data to reduce credit card fraud. As a service provider, **MagnifyFund LLC** is PCI DSS compliant and will maintain all applicable PCI DSS requirements to the extent that we possess or otherwise store, process, or transmit cardholder data on behalf of you, or to the extent that we can in any way impact the security of your cardholder data environment.

## Copyright Complaints

**MagnifyFund LLC** respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify **MagnifyFund LLC** of your infringement claim in accordance with the procedure set forth below.

**MagnifyFund LLC** will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to **MagnifyFund LLC's** Copyright Agent at [support@magnifyfund.com](mailto:support@magnifyfund.com).

(Subject line: "DMCA Takedown Request").

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## Counter-Notice

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, **MagnifyFund LLC** will send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

## Repeat Infringer Policy

In accordance with the DMCA and other applicable law, **MagnifyFund LLC** has adopted a policy of terminating, in appropriate circumstances and at **MagnifyFund LLC**'s sole discretion, users who are deemed to be repeat infringers. **MagnifyFund LLC** may also at its sole discretion limit access to or terminate the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## Third Party Websites/Services

The Services or third parties may provide or facilitate links, tools, widgets or other features that allow you to access other sites, services and resources provided by third parties (collectively, "Third Party Resources"). **MagnifyFund LLC** has no control over such Third Party Resources or any products, services or content made available through or by such Third Party Resources, or the business practices of the third parties providing such Third Party Resources, and **MagnifyFund LLC** is not responsible for and does not endorse such Third Party Resources or the products, services or content made available thereby. You acknowledge that **MagnifyFund LLC** is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third-Party Resources. You further acknowledge and agree that **MagnifyFund LLC** will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Resources. Any dealings you have with third parties found while using the Services are between you and the third party and may be subject to additional terms provided by the third party, which you agree to by using such Third Party Resources, and you agree that **MagnifyFund LLC** is not liable for any loss or claim that you may have against any such third party.

## Indemnity and Release

You agree to release, indemnify on demand and hold **MagnifyFund LLC** and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services,

any Donation or Cause/Campaign, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. You agree that **MagnifyFund LLC** has the right to conduct its own defense of any claims at its own discretion, and that you will indemnify **MagnifyFund LLC** for the costs of its defense (including, but not limited to attorney's fees.) If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction—in or outside of the United States—you waive any comparable statute or doctrine.

## Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. **MAGNIFYFUND LLC** AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**MAGNIFYFUND LLC** AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

## Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER **MAGNIFYFUND LLC** NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF **MAGNIFYFUND LLC** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) ANY PROMOTIONS AND RELATED PRIZES OR REWARDS MADE AVAILABLE THROUGH THE SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL **MAGNIFYFUND LLC'S** TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT,

NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID **MAGNIFYFUND LLC** IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

## DISPUTES

ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

### Arbitration; Class Action Waiver

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING OUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Notwithstanding the foregoing, nothing in these Terms of Service will be deemed to waive, preclude, or otherwise limit the right of either of us to (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) file suit in a court of law to address an intellectual property infringement claim.

### The Process

Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Service. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org) by calling the AAA at 1-800-778-7879.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Our current address for Notice is: **MagnifyFund LLC** at 111 East Las Olas Blvd. Suite #1450,

11<sup>th</sup> floor, Fort Lauderdale FL 33301, in the United States of America. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). We agree to work with you and make a good faith effort to resolve the claim directly, but if we aren’t successful within 60 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by either of us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount which exceeds the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$1,000.00.

## Fees

If you commence arbitration in accordance with these Terms of Service, we will not reimburse you for your payment of the filing fee, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at an agreed upon location in Fort Lauderdale, Florida, but if the claim is for \$1,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephone hearing or (c) by an in-person hearing as established by the AAA Rules in the county of your billing address. If the arbitration finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

- **No Class Actions.** YOU AND WE AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.
- **Modifications to this Arbitration Provision.** If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with us will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- **Enforceability.** If this Disputes section is found to be unenforceable, then the entirety of this Disputes section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in the General section below will govern any action arising out of or related to these Terms of Service.

## Confidentiality

We each agree to keep the arbitration proceedings, all information exchanged between us, and any settlement offers confidential, unless otherwise required by law or requested by law enforcement or any court or governmental body. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

## Campaign Modifications and/or Termination or Deletion

**MagnifyFund LLC** and **MagnifyMyFund.com** reserve the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom. **MagnifyMyFund.com** is not responsible for any data retention of any fundraising campaign. **MagnifyFund LLC** and **MagnifyMyFund.com** may eliminate campaign accounts without any notice and liability to the nonprofit or the donor. No claims are to be taken into effect or losses resulting therefrom.

## Termination

You agree that **MagnifyFund LLC**, in its sole discretion, may suspend or terminate your account (or any part thereof) or your access to the Services and remove and discard any User Content or data at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

## User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and **MagnifyFund LLC** will have no liability or responsibility with respect thereto. **MagnifyFund LLC** reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

## General

These Terms of Service constitute the entire agreement between you and **MagnifyFund LLC** and govern your use of the Services, superseding any prior agreements between you and **MagnifyFund LLC** with respect to the Services. You also may be subject to additional terms of service that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of Florida without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and **MagnifyFund LLC** agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Broward County, Florida. The failure of **MagnifyFund LLC** to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force



and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of **MagnifyFund LLC**, but **MagnifyFund LLC** may assign or transfer these Terms of Service, in whole or in part, without restriction. If we fail to enforce any of our rights, that does not result in a waiver of that right. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platforms. **MagnifyFund LLC** may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, reorganization or sale of equity or assets, or by operation of law or otherwise. Nothing in these Terms shall prevent **MagnifyFund LLC** from complying with the law. **MagnifyFund LLC** shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

## Security

**MagnifyFund.com** and **MagnifyMyFund.com** are secure websites protected by **Authorize.Net** software. Your password or information cannot be viewed by anyone else using the internet. When a contribution is donated to the chosen cause, **Authorize.Net** secures the transaction process and certifies each donation. Details of your credit and/or credit card are NOT shared with anyone. All information provided by the nonprofit, representative and/or donor will be exclusively used for your purpose of information alone. You acknowledge that all information and content accessed by you using our Services is at your own risk. There will be no contests or any other type of promotions such as raffles or rewards in exchange of a donation.

The security of your personal information is important to us, however, remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

## Right to Refuse Service

**MagnifyFund LLC** reserves the right to refuse service and block any offensive unsuitable messages, derogatory or defamatory wording that may jeopardize the image of our company, our clients and our readers. We keep the right to decide who we serve to meet the values and principles of our company. We do not support, partake or endorse any activity or wrongdoing to the environment, people's God giving rights, freedom, liberty, peace, good health and the pursue of happiness. Nor we support, partake or endorse legal defense, pornography, prostitution, commercial sex acts, human trafficking or trafficking in persons, child abuse, online predators, money laundering, any sort of work slavery, forced labor, slavery and other similar conflict-

situation practices, where thereof, any customer involved in such unlawful activities will not be allowed to receive our services.

## Changes to Terms and Conditions of Service

These **Terms and Conditions of Service** are effective as of **(January 10th, 2020)** and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our **Terms and Conditions of Service** at any time and you should check these **Terms and Conditions of Service** periodically. Your continued use of the Service after we post any modifications to these **Terms and Conditions of Service** on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified **Terms and Conditions of Service**.

If we make any material changes to these **Terms and Conditions of Service**, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

We may make changes to this policy at our discretion. It will be posted on our websites and announced through our newsletters. By continuing using our services in this website, it will imply you consent to be bound by the new changes within our **Terms and Conditions of Service**.

## Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

The security of your Personal Information is important to us, however, remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

## Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida of the United States of America.

## Privacy Policy

At **MagnifyFund LLC**, we respect the privacy of our users. For details please see our **[Privacy Policy](#)**. By using the Services, you consent to our collection and use of personal data as outlined therein. If you are in the USA, Canada or Europe, by using the Services, you

acknowledge **MagnifyFund LLC's** collection and use of personal information as described in the Privacy Policy.

## Contact us

Questions? Concerns? Suggestions? Please contact us at [support@magnifyfund.com](mailto:support@magnifyfund.com) to report any violations of these Terms of Service or to pose any questions regarding these [Terms and Conditions of Service](#).