

HowToFund - Terms Of Service

Date: June 27th, 2019

HowDoWe, Inc., and its associated product, HowToFund, (referred to throughout as "us", "we", "our", etc.) is the owner and operator of the www.howdowe.org and www.how2fund.com, an online fundraising platform for nonprofit organizations. These Terms of Service apply to the www.how2fund.com and www.howdowe.org websites, any subdomains thereof, any API integrations or widgets we offer, and any other website or webpages we own or operate that include a link to this statement (together collectively referred to as the "**Website**"). Any party that accesses, uses, or registers with the Website (such party referred to throughout in the second person "**you**", "**your**", etc.) agrees to be contractually bound by these Terms of Service (the "Terms").

Your use of the Website, or any of the services or features accessible therein, constitutes your acceptance of the Terms. If you do not wish to use the Website in accordance with the Terms, then you should immediately discontinue using the Website.

Updates To The Terms

1.0 Updates. We may update or change the Terms from time to time. Amendments will only apply prospectively. A given amendment will not apply to claims arising before, or arising from facts occurring before, the point in time when that amendment was published to the Website. We will let you know that the Terms have been updated or changed by publishing the date of the last amendment at the top of this page. You agree that this method of notice is sufficient and that you will regularly check these Terms for updates or changes.

Intellectual Property

2.0 IP Protection. The Website, its forward-facing components (images, designs, text, arrangements of the foregoing, etc.), its various features and services, and all underlying software and code belong exclusively to us. You understand and agree that your use of the Website in no way gives you a right, title, or interest in the Website or our intellectual property. The Website and its various component parts are protected by copyright law, trademark law, trade secret law, and other laws germane to the protection of intellectual property rights.

2.1 Prohibited Activities. You agree to use the Website and the features and services provided through the Website only as they are obviously intended to be used. All other uses are strictly prohibited. You agree not to (and not to encourage a third party to) disassemble, reverse engineer, or otherwise attempt to discover, copy, or transmit, any source code underlying the Website or the software, features, or services provided therein.

2.2 Your Content. By posting, uploading, or transmitting content or information to, or through, the Website you grant us a nonexclusive, irrevocable, worldwide, sub-licensable (through multiple-tiers), royalty-free license to copy, store, transmit, publish, publicly display, publicly perform, and otherwise use this content or information to operate the Website as we reasonably see fit. You warrant that you have the authority to grant such license.

General User Warranties

3.0 User Warranties. By accessing, using, or registering with the Website you represent, warrant, and irrevocably covenant that:

- You have the authority to enter into this agreement.
- Your decision to enter into this agreement and your use of the Website will not violate any applicable law, regulation, or ordinance.
- Your decision to enter into this agreement and your use of the Website will not infringe the rights of any third parties.
- You will at all times supply truthful and accurate information to us and you will not misrepresent yourself to the public through your use of the Website.
- You will never use the Website, or any services we provide to you, in a manner that violates the law or the legal rights of a third party.
- You are at least 13 years of age if you are using the Website and have the consent of a parent or legal guardian if you are under 18 years of age.

International Use

4.0 International Use. This Website is not intended for use by nonprofit organizations organized under the laws of countries other than those of the United States of America. You represent, warrant, and irrevocably covenant that you will refrain from making financial transactions through the Website if you (i) are located in a country embargoed by the United States or (ii) are on the U.S. Treasury Department's list of Specially Designated Nationals. If you choose to use this Website, you are solely responsible for compliance with all applicable local laws and you consent to having your data transferred, processed, and stored in the United States.

Fees

5.0 Fees. Nonprofits pay us a development fee, subscription fee and a transaction to use the Website. The amount and duration of each fee depends on the nonprofits size, website visitors, and average annual donations. Nonprofits can receive a quote by contacting HowDoWe, Inc. through the Website.

Additional Policies

6.0 Privacy Policy. You accept our Privacy Policy, which you may view in full by visiting the Website.

6.1 Copyright Policy. You agree to abide by our Copyright Policy, which reads as follows:

We are committed to protecting the legal rights of all of the members of the public we have the privilege of interacting with, including copyright holders. Nonprofits and Website users are prohibited from posting content that does not belong to them, including third-party images, videos, and related content. Unlawful use, or posting, of copyrighted materials by nonprofits or Website visitors could result in a temporary or permanent ban from using our platform.

Availability

Availability of Service. As the provider of the Website, we reserve the right to discontinue (i) the Website, in whole or in part, (ii) any features or services provided by or through the Website, or (iii) your account with the Website, for any or no reason, without notice to you.

Liability

8.0 Waiver of Warranties. We disclaim all warranties, express, implied, statutory, or otherwise, concerning the Website to the fullest extent allowed by applicable law. This waiver includes, but is not limited to, all warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy of information. We make no warranties concerning continuity of service, the security of the Website, or that the Website will be error free. We offer the Website and the features and services contained therein "AS IS" and "WITH ALL FAULTS."

8.1 Taxes. You understand that the party you transact with through the Website is the one that sets the tax language in any receipt you receive. We make no representations about the nature of any transaction you make through the Website. Always consult the organization you are transacting with and a qualified financial advisor prior to claiming a deduction on your taxes.

8.2 Release. You hereby release us, our successors and assigns, our affiliates, and each of the foregoing's respective directors, officers, employees, and agents (collectively, the "**Releasees**") from any and all liability, costs, expenses, losses, damages (including damage to property or personal injury or death), and claims, whether known or unknown, which may arise from (i) you hosting, participating in, attending, or authorizing an event posted on the Website (including events you authorize your supporters to advertise on the Website) or (ii) from the acts or omissions of third parties you interact with through the Website (collectively the "**Released Claims**").

8.3 Limitation of Liability. Neither we nor our officers, directors, employees and agents, will be liable to you for special, consequential, indirect, punitive, exemplary or incidental damages (including lost revenues or profits, or loss of goodwill), regardless of the cause, legal theory, or cause of action, even if we have been advised of the likelihood thereof. Our aggregate liability, together with the liability of our officers, directors, employees and agents, arising out of this Agreement and your use of the Website (when aggregated with all other claims against us arising out of this Agreement and your use of the Website), regardless of the type of claim(s) or the nature of the cause(s) of action, will not exceed the greater of (i) one hundred U.S. Dollars (\$100) or (ii) the net amount we have been paid from transaction fees arising from transactions you have made through the Website in the twelve (12) months immediately preceding the event giving rise to your claim(s). You acknowledge that the foregoing limitations are an essential basis of the bargain we have reached and that they will apply notwithstanding any failure of essential purpose of any limited remedy.

8.4 Indemnification. You agree to hold the Releasees harmless and to defend and indemnify each of them for all costs, expenses (including reasonable attorney's fees), damages, and liability from third party claims, which arise from, or relate to, your use of the Website or your breach of these Terms.

General

9.0 Governing Law. These Terms will be governed by and construed in accordance with the laws of the State of Illinois, as such laws are applied to agreements made between Illinois residents and performed entirely within the State of Illinois, and without regard to conflicts of laws principles.

9.1 Forum. The exclusive jurisdiction and venue for any disputes which may arise out of, or relate to, these Terms or your use of the Website will be the state and federal courts located in Cook County, Illinois. You hereby expressly and irrevocably consent to the personal jurisdiction and venue of such courts.

9.2 No Joint Venture. These Terms do not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship between you and us. At all times we shall remain independent contractors with respect to one another.

9.3 No Assignment. You have neither the right nor the power to assign your rights under these Terms. Any purported assignment of your rights under these Terms will be NULL AND VOID.

9.4 Entire Agreement. These Terms contain the entire agreement between you and us, they are a complete integration of our agreement and supersede and displace any earlier or contemporaneous written or oral negotiations, statements, or agreements purporting to deal with the subject matter hereof.

9.5 Severability. If any provision of the Terms is found to be unenforceable, invalid, or illegal by a court of competent jurisdiction, this finding shall not render any other provision of the Terms unenforceable, invalid, or illegal. We both agree that the court will have the authority to modify or replace the unenforceable, invalid, or illegal provision with a valid and enforceable provision that most closely represents our intentions with respect to the invalid, illegal, or unenforceable provision.

9.6 No Waiver. Any delay on your part, or on our part, to exercise a right or power granted under these Terms will not be construed as a waiver of such right or power. All waivers must be in writing and a waiver of any particular breach will not be construed as a waiver of any other breach, or any succeeding breach.

9.7 Survival. The provisions of the sections of these Terms titled "Intellectual Property," "Liability," and "General" will survive termination.

9.8 Headers. The headers contained within these Terms are for convenience of reference only. They should not be interpreted to modify the plain meaning of the various provisions of these Terms.

9.9 Attorney's Fees. If a dispute arises out of these Terms or your use of the Website then the prevailing party in any litigation will be entitled to recover all costs and expenses (including reasonable attorney's fees) incurred as a result of that litigation.

10. Sub-Licenses & Partner Agreements. We may offer products and sub-licenses on behalf of our partners. These products carry their own Terms of Service agreements, which can be found with the links below. It is the users responsibility to check these agreements periodically for changes and the most up to date versions.

- [DonorSearch](#) – June 27th, 2019.