

# Terms of use

Charidy Inc.

## Terms of use (“Agreement”)

This Agreement sets forth the legally binding terms and conditions for your use of the website and online service owned by Charidy Inc. at [www.charidy.com](http://www.charidy.com). By accessing our website and using the Service in any manner, including, but not limited to, visiting or browsing the Site or contributing content, information, or other materials to the Site (collectively, “Service”), you signify that you have read and agree to be bound by these terms of use (“Agreement”).

## Our Service

Charidy is an online platform and consulting firm which empowers nonprofit organizations (“Nonprofits”) to increase their fundraising and their amount of donors. Through our platform Nonprofits run campaigns to raise money for certain charitable projects or for their general organizational activities, by setting a funding goal to be reached within a certain timeframe, and by recruiting 3 individuals, (“Matchers”) or groups, that will guarantee to match 3 times collectively, the funds donated by the public (“Givers”) up until the amount of the funding goal (reached collectively by the Matchers and Givers). The Matchers and Givers will pledge to donate only if the goal is met (collectively) within the timeframe of the campaign. Through our site, email, other websites and media, the Service makes various content, including, but not limited to, videos, images, text, comments and associated trademarks and copyrights (collectively, “Content”) accessible to the public. Matchers, Givers and other users of the Service (collectively, “Users”) may have the ability to contribute Content.

Charidy provides a platform which facilitates gifts by Givers and Matchers, but is not responsible to ensure that Givers and/or Matchers actually pay their pledges.

## Acceptance of Terms and General Rules

Charidy offers the Service subject to the acceptance of all of the terms and conditions that are contained in these Terms of Use and that are contained in the Privacy Policy which is available at [www.charidy.com/privacypolicy](http://www.charidy.com/privacypolicy) and all other rules, procedures, and policies that may be published on the Site. These Terms of Use apply to anyone who uses the Service. Some services offered through our site may be subject to additional terms and conditions. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. We reserve the right to amend this Agreement at any time and without notice.

As a condition of use, you agree not to use the Service for any purpose that is prohibited by the Terms of Use or law. You shall not take any action, or Submit Content, that:

- A. is not in compliance with all laws and regulations.
- B. damages, overburdens or impairs the Service, our networks or our systems.
- C. interferes with another’s legal rights or use of the Service.
- D. promotes terrorism, racial intolerance, abuse, libel, hate, property damage, or violence.
- E. collects information about others without their consent.
- F. contains software viruses or any other corrupt codes, files or programs that impair the use of any computer software or hardware or telecommunications equipment.
- G. attempts to interfere with or compromise the system’s integrity or security.
- H. impersonates another person or that misrepresents your affiliation with a person or entity.
- I. is misleading, fraudulent, hides or attempts to hide your identity.

You agree that Charidy acts only as a passive platform for your online fundraising and giving, without any obligation to monitor content or disputes neither between Nonprofits and Givers nor between Users.

Nonprofit organizations agree to not abuse other users’ personal information. Abuse is defined as using personal information for any purpose other than those explicitly specified in the Nonprofit’s campaign.

## Campaigns

Charidy is a platform where nonprofit organizations run campaigns to fund charitable causes by offering a matching system to motivate people to donate. By creating a fundraising campaign on charidy, you as the nonprofit organization are offering the public the opportunity to enter into a contract with you. By pledging to donate to a fundraising campaign on Charidy, you as the Giver accept that offer and the contract between Giver and the nonprofit organization is formed. Charidy is not a party to that agreement between the Giver and the nonprofit organization. All dealings are solely between Users.

By pledging to donate or by creating a fundraising campaign on Charidy, you agree to be bound by this entire Agreement, including the following terms:

- A. Givers agree to provide their payment information at the time they pledge to a fundraising Campaign. A hold will be placed at the time of the pledge, and if the campaign is successful, the payment will be collected at or after the campaign deadline.
- B. Givers consent to Charidy and its [payments partners](#) authorizing a hold or a charge on their payment card or other payment method (ACH) for the amount pledged at the time of the pledge and completion of the campaign.
- C. Givers agree to have sufficient funds or credit available at the campaign deadline to ensure that the pledge will be collectible.
- D. Charidy does not offer refunds. A nonprofit organization is not required to grant a Giver’s request for a refund.
- E. Due to chargebacks and the like, Charidy does not guarantee the receipt by the Nonprofits of the full amount of funds pledged minus fees.
- F. Charidy and its payments partners will remove their fees before transmitting proceeds of a campaign.
- G. Fees that our payments partners charge may vary. Currently the charge is 2.9% + 30c a transaction for all credit cards. And .8% (up to and limited to \$5.00) for ACH transfers.
- H. Charidy reserves the right to cancel a pledge at any time and for any reason.
- I. Charidy reserves the right to reject or suspend a campaign at any time and for any reason. Charidy is not liable for any damages as a result of any of those actions. Charidy’s policy is not to comment on the reasons for those actions.
- J. For all campaigns, Charidy gives to the nonprofit of the specific campaign each Giver’s User ID, name, email, mailing address and pledge amount.
- K. Nonprofit Organizations should not take any action in reliance on having their Campaign posted on the Site or having any of the money pledged until they have the ability to withdraw and spend the money. There may be a delay between the end of a successful fundraising campaign and access to the funds. Typically up to one week.
- L. Matchers agree to sign a pledge letter to be included as a matching donor. Pledge letter sample: [charidy.com/pledgeletter](http://charidy.com/pledgeletter)

Charidy is not liable for any damages or loss incurred related to any use of the Service. Charidy is under no obligation to become involved in disputes between any Users, or between Users and any third party arising in connection with the use of the Service. Charidy does not oversee the performance or punctuality of use of campaign funds for the purpose of the campaign. Charidy does not endorse any User Submissions. You release Charidy, its officers, employees, agents, and successors in rights from claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in

any way related to such disputes and the Service.

### Third-Party Resources

Charidy.com may contain links to other websites or resources on the internet. When you access third-party websites, you do so at your own risk. These other websites are not under the Charidy's control. You acknowledge that Charidy is not liable for the functions or any other aspect of those other websites or resources. You agree that Charidy shall not be liable for any damage that may result from the use of a third-party resource or website.

### Content and License

You acknowledge that the Service contains Content provided by the Company and its partners and Users and you acknowledge that the content may be protected by patents, copyrights, trademarks or other rights. You agree to abide by all copyright and other legal notices contained in any Content accessed through our Service.

Charidy grants each User a non-exclusive, limited, personal license to use the Service in accordance with this Agreement.

By using the Service, you grant Charidy a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable, transferable right to use, reproduce, modify, publish, display, edit and distribute all User Submissions, including but not limited to trademarks and logos,

### Intellectual Property

By Submitting User Submissions on the Site or otherwise through the Service, you agree to the following terms:

- A. You are publishing your User Submission, and you may be identified publicly by your name or User ID in association with your User Submission.
- B. You further agree that your User Submissions will not contain third-party copyrighted material or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Charidy the entire license rights granted herein.
- C. You will pay all royalties and other amounts owed to any person or entity based on your Submitting User Submissions to the Service or the Company's publishing or hosting of the User Submissions as contemplated by these Terms of Use.
- D. The use or other exploitation of User Submissions by the Company and Users as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- E. The Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Submissions.
- F. All information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that content originated.
- G. The Company will not be liable for any errors or omissions in any Content.
- H. The Company cannot guarantee the identity of any other Users with whom you may interact while using the Service.
- I. All Content you access through the Service is at your own risk and you will be solely responsible for any resulting damage or loss to any party.

### Digital Millennium Copyright Act

If you believe that your work has been used on our Site or Service in any manner that infringes on your copyrights, please notify Charidy's copyright agent in writing. The notice should include the following information:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright;
- A description of the copyrighted work you claim has been infringed.
- Identification of the material that is claimed to be infringing and where it is located on the Service
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and
- A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

Claims of copyright infringement on the Site and our Service can be sent to:

Charidy Inc. at: 387 Crown St. Brooklyn, NY 11225  
email: [support@charidy.com](mailto:support@charidy.com)  
Phone: 347.565.4943

In accordance with the Digital Millennium Copyright Act, Charidy has adopted a policy of, in appropriate circumstances, terminating User accounts that are repeat infringers of the intellectual property rights of others. Charidy also may terminate User accounts even based on a single infringement.

### Suspension or Termination

Charidy may suspend or terminate your access to the site or Service, if you fail to comply with this Agreement. Charidy further reserves the right to terminate, without notice and in its sole discretion, your access to the Site or service for any reason.

### Warranty Disclaimer

You acknowledge that you are using the service at your own risk. the site and the services provided "as is," and is without warranty of any kind, express or implied, including, but not limited to, any warranties of, title, non - infringement, merchantability or fitness for a particular purpose, or any other warranty. Charidy does not guarantee that access to the site or the service will be uninterrupted or that there will be no failures, errors, loss or security breach of transmitted information, or that no viruses will be transmitted through access to or use of the site or Service. You release Charidy from all liability for any damages resulting from your access to or inability to access the site or its services

Electronic communications privacy act notice (18 usc §2701-2711): charidy makes no guarantee of confidentiality or privacy of any communication or information transmitted on our website or any website linked to our website. Charidy shall not be liable for the privacy of email addresses, registration and identification

information, disk space, communications, confidential or trade-secret information, or any content stored on our equipment, transmitted over networks accessed by our website, or otherwise connected with your use of the service.

#### **Indemnification**

You agree to defend, indemnify and hold harmless Charidy, its affiliates and its affiliates officers, directors, employees, contractors, agents, from and against any and all claims, damages, obligations, losses, liabilities, expenses including legal costs that may arise from or relate to your use of the Service or from your submissions, your negligence, breach of any of the terms of use.

Any Nonprofit to which Charidy provides assistance in campaign preparation, and does not follow through using Charidy.com, owes Charidy's fee of 2.9% on funds raised on any form of online crowdfunding within twelve months following Charidy's provision of such assistance.

#### **Cancelling a transaction:**

There is no option to cancel a transaction after clearing date. In an event that there are typing errors, each situation will be dealt with accordingly.

#### **Responsibility:**

The responsible party for the transfer of funds for the ongoing campaign, will be the registered organization, of which their details are listed on the campaign page.

#### **Approved transaction:**

After donating, the donor will receive a transaction receipt to the email address entered when donating. E-mail is received within one business day.

#### **Limitation of Liability:**

To the maximum extent permitted by applicable law In no event will Charidy, or its directors, employees, agents, subcontractors, partners, or licensors, be liable under any legal or equitable theory for any lost profits, indirect, incidental, punitive, or consequential damages, cost procuring substitute products or services, or special, of any kind whatsoever, substitute goods, including, but not limited to any damages resulting from any bugs, viruses, trojan horses, or the like (regardless of the source of origination).

Charidy shall not be liable for any direct damages in excess of (in the aggregate) one hundred U.S. dollars (\$100.00). For states or countries that do not allow the exclusion or limitation of incidental or consequential damages, then the above limitations and exclusions may not apply. Any disputes involving Charidy and any Matcher, Giver or Nonprofit shall be resolved on a non-class basis before a single arbitrator of the American Arbitration Association pursuant to its commercial rules.

#### **Miscellaneous**

By using the Service, you consent to receive all communications including but not limited to notices, agreements, disclosures, from Charidy electronically. Charidy may provide electronic Contract Notices by posting them on the Site.

#### **General**

You agree that these terms of use shall be deemed solely based on the laws of State of New York, and that the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Charidy, in jurisdictions other than New York.

This Agreement and other referenced material shall constitute the entire agreement between you and Charidy concerning the Service. If any provision of the Agreement is found to be unenforceable or invalid, the invalidity of such a provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect and enforceable.

The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation. The Terms of Use are personal to you, and are not assignable, transferable, or sub licensable by you except with the Company's prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.