

# Terms of Use

## St. George's Center, Inc.

Effective December 14, 2016

These Terms of Use (The "**Terms of Use**") govern use of the websites and services (the "**Services**") of **St. George's Center, Inc.**, a Florida Corporation (together with its affiliates, "**St. George's Center, Inc.**"), in addition to any supplemental terms applicable to any particular features, content and functionality of the Services, which such supplemental terms are incorporated by reference into the Terms of Use. By using the Services, Users agree to be bound by these Terms of Use, and all applicable laws and all conditions or policies referenced here (collectively, the "**Terms**"). St. George's Center, Inc. may amend the Terms at any time by posting a revised version of the Terms on our Services. Access to or continued use of the Services after the effective date of the revised Terms constitutes your acceptance of the revised Terms.

## Definitions

In these Terms, we refer to those raising funds as "**Campaign Owners**" and to their fundraising campaigns as "**Campaigns**." We refer to those contributing funds as "**Contributors**" and to the funds they contribute as "**Contributions**." Campaign Owners, Contributors and other visitors to the Services are referred to collectively as "**Users**."

## Eligibility to Use the Services

Users under 18 years of age are not eligible to use the Services without consent. Users between the ages of 13 and 17, can use the Services with the consent and supervision of a parent or legal guardian who is at least 18 years old, provided such parent or legal guardian also agrees to be bound by the Terms and agrees to be responsible for such use of the Services. Users suspended from using the Services are not eligible to use the Services. St. George's Center, Inc., Inc. reserves the right to refuse use of the Services to anyone and to reject, cancel, interrupt, remove or suspend any Campaign, Contribution, or the Services at any time for any reason without liability.

## Prohibited Campaigns

Campaign Owners are not permitted to create a Campaign to raise funds for illegal activities, to cause harm to people or property, or to scam others. If the Campaign is claiming to do the impossible or it's just plain phony, don't post it. Users must comply with all applicable laws and regulations in connection with their Campaigns, including offering Perks and using Contributions. Campaign Owners shall not make any false or misleading statements in connection with their Campaigns.

Campaign Owners must not: (1) include threatening, abusive, harassing, defamatory, libelous, or profane content in any Campaign, or content that is invasive of another's privacy; (2) impersonate any person or entity, including any employee or representative of St. George's Center, Inc., or (3) infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity, or violate any law or contract.

## Community Guidelines

St. George's Center, Inc., is not a place for hatred, abuse, discrimination, disrespect, profanity, meanness, harassment, or spam. Do not:

- use the Services to promote violence, degradation, subjugation, discrimination or hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity;
- post images or videos that are sexually explicit or post links to sites that contain sexually explicit material or show people or animals being hurt or degraded;
- spam the comments sections or other Users with unsolicited or unauthorized offers of goods and services, advertising, promotional material, junk mail, spam or chain letters, or inappropriate messages;
- engage in any activity that interferes with or disrupts the proper working of the Services or any activities conducted on the Services; or
- bypass any measures St. George's Center, Inc. may use to prevent or restrict access to the Service;
- run any form of auto-responder or "spam" on the Service;
- Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; or
- take any action that imposes, in St. George's Center, Inc.'s sole discretion, an unreasonable load on St. George's Center, Inc.'s infrastructure;
- represent products created by others as your own creation, or act as a reseller of others' products;

St. George's Center, Inc., Inc. reserves the right to remove Campaigns and terminate User Accounts for such activities.

## Prohibited Visual Elements in Campaign Images

Campaign Owners are not permitted to do any of the following with Campaign images:

- incorporate St. George's Center, Inc. colors and branding elements, including but not limited to logos, colored frames, borders or badges;
- include any visual element that could be interpreted to have been produced by St. George's Center, Inc. including but not limited to banners, progress bars or funding stats;
- include any visual element that communicates endorsement by St. George's Center, Inc.

## Disputes between Campaign Owners and Contributors

Campaign Owners are legally bound to perform on any promise and/or commitment to Contributors. St. George's Center, Inc. does not recognize any third party and/or agency affiliated with the Campaign as a Campaign Owner. If a Campaign Owner is unable to perform on any promise and/or commitment to Contributors, the Campaign Owner will work with the Contributors to reach a mutually satisfactory resolution, which may include the issuance of a refund of Contributions by the Campaign Owner. St. George's Center, Inc. is under no obligation to become involved in disputes between Campaign Owners and Contributors, or Users and any third party. In addition, St. George's Center, Inc. is under no obligation to become involved in disputes regarding the determination of the rightful Campaign Owner, and will not be obligated to make any changes to Campaign Owner accounts or transfer of ownership. In the event of any dispute, such as a Campaign Owner's alleged failure to comply with the Terms we may provide the Campaign Owner's contact information to the Contributor so that the two parties may resolve their dispute.

## User Accounts

All information submitted in connection with a User account on the Services (each, a “**User Account**”) must be accurate and truthful. Users agree to notify St. George's Center, Inc. immediately if their User Account has been used without authorization or there has been any other breach of security of the User Account. Each User also agrees to provide additional information St. George's Center, Inc. may reasonably request and to answer truthfully and completely any questions St. George's Center, Inc. might ask you in order to verify such User's identity.

## License to Users and Use of St. George's Center, Inc. Trademarks

St. George's Center, Inc. grants each User a limited, non-exclusive, non-transferable, revocable license to use the Services subject to such User's eligibility and continued compliance with the Terms.

With the exception of User Content (defined in the User Content paragraph below), all content made available through the St. George's Center, Inc. platform, such as, but not limited to, text, graphics, logos, button icons, images, audio clips, and software, is the property of St. George's Center, Inc. or other Campaign Owners and is protected by United States and international intellectual property laws.

The trademarks St. George's Center, Inc.® are federally registered trademarks owned by St. George's Center, Inc. Users are strictly prohibited from registering domain names, social media accounts, user names, handles, trademarks, copyrights, apps, trade names, or corporate names that incorporate any of St. George's Center, Inc.'s trademarks or are confusingly similar to any of St. George's Center, Inc.'s trademarks.

## Campaign Owners

Campaign Owners are legally bound to perform on any promise and/or commitment to Contributors. Campaign Owners will respond promptly and truthfully to all questions posed to them by St. George's Center, Inc. or any Contributor. Campaign Owners will provide timely, frequent and substantive updates to their Contributors. Your location as reflected on your Campaign page must match your legal residence that you submit to St. George's Center, Inc. when you create the Campaign. Campaign Owners may not create multiple Campaigns without proof of meeting fulfillment obligations from the original Campaign. Failure to adequately fulfill Campaign obligations may result in St. George's Center, Inc. removing the Campaign(s) from St. George's Center, Inc., and seeking reimbursement of Campaign funds raised, including by using third-party collections services. Only the Campaign Owner shall be permitted to collect Campaign funds. St. George's Center, Inc. will not be required to disburse Campaign funds to any third parties.

Campaign Owners are responsible for collecting and remitting any taxes on Contributions. Campaign Owners may not use a false email address to self-fund, or contribute to, their own Campaigns; this is a violation of Stripe policies and of our Terms of Use.

St. George's Center, Inc. may attempt to verify the identity and other information provided to us by Campaign Owners, and we may delay, withhold, reverse or refund any Contributions or other amounts without notice or liability in the event we are unable to verify any such information to

our satisfaction. Campaign Owner eligibility is subject to St. George's Center, Inc.'s review of the fulfillment status of prior crowdfunding obligations. St. George's Center, Inc. reserves the right to prohibit or remove a Campaign if the Campaign Owner is delayed by three months or more in fulfilling a prior crowdfunding project on St. George's Center, Inc. or another platform.

You acknowledge that as a Campaign Owner, if you do not act in accordance with St. George's Center, Inc.'s Terms, St. George's Center, Inc. may obtain reimbursement of any amounts owed by a Campaign Owner to St. George's Center, Inc. by holding funds from your Campaign, or from the connected Stripe or bank account associated with your Campaign, or by seeking reimbursement from the Campaign Owner by any other lawful means, including by using third-party collections services.

## Contributors

Contributors are solely responsible for asking questions and investigating Campaign Owners and Campaigns to the extent they feel is necessary before making a Contribution. All Contributions are made voluntarily and at the sole discretion and risk of the Contributor. St. George's Center, Inc. does not guarantee that Contributions will be used as promised or that the Campaign will achieve its goals. St. George's Center, Inc. does not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality or legality of any Campaign or Contribution, or the truth or accuracy of User Content posted on the Services. Contributors are solely responsible for determining how to treat their Contributions for tax purposes.

Setting up an account on the Services is free. We do not charge our Service fees to Contributors.

## Refunds

Contributors may request a refund from St. George's Center, Inc. within 10 days of the contribution. Contributions are eligible for a refund unless St. George's Center, Inc. determines that there has been an abuse of these Terms of Use. St. George's Center, Inc. reserves the right to terminate User Accounts and remove Campaigns for any abuse of this refund policy. For Campaigns that have ended, or in situations where the contribution funds have been transferred to the Campaign Owner, Contributors should contact the Campaign Owner directly regarding refunds.

## Taxes

Taxing authorities may classify funds raised on the Services as taxable income to the Campaign Owner and any beneficiary who will receive funds directly from the applicable Campaign. St. George's Center, Inc. will ask for the tax identification number (TIN) of Campaign Owners and any beneficiaries so that we may report taxable income to the relevant taxing authorities. St.

George's Center, Inc. will provide Campaign Owners with a tax document if required by the relevant taxing authorities.

## User Content

While using the Services, Users may post photos, videos, text, graphics, logos artwork and other audio or visual materials (collectively, "**User Content**"). Users grant St. George's Center, Inc. a perpetual, non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, publicly display, publicly perform, store, reproduce, modify, create derivative works, and distribute User Content of any User on or in connection with the Services and our related marketing and promotional activities. As between Users and St. George's Center, Inc., Users continue to hold all ownership interest in their User Content. Each User represents and warrants that its User Content and our use of such User Content will not infringe any third party's intellectual property rights, proprietary rights, privacy rights, confidentiality, rights of publicity or otherwise violate these Terms or applicable law.

## Third-Party Websites, Advertisers or Services

The Services may contain links to third-party websites, advertisers, or services that are not owned or controlled by St. George's Center, Inc.. Access to or use of third-party sites or services are at each User's own risk. Except as otherwise expressly provided herein, St. George's Center, Inc. is not responsible for any loss or damage of any sort relating to User dealings with these third-party sites or services. We encourage Users to be aware of when they leave the Services, and to read the terms and conditions and privacy policy of any third-party website or service that they visit.

## Chargebacks

If a chargeback is filed for a contribution to a Campaign on St. George's Center, Inc., the cardholder's financial institution will contact the payment processor for the transaction. The payment processor will then notify St. George's Center, Inc. of the chargeback. St. George's Center, Inc. may hold the contribution funds associated with the disputed charge until the financial institution concludes its review of the transaction.

Once the financial institution concludes its review of the disputed charge and notifies St. George's Center, Inc. through the payment processor, St. George's Center, Inc. will comply with the decision and will either refund the disputed charge from the Campaign funds or disburse the disputed funds to the Campaign Owner.

If the disputed transaction has already been disbursed to the Campaign Owner and the Campaign is in InDemand, St. George's Center, Inc. will hold funds from the Campaign's disbursement(s)

to cover the cost of the chargeback. Once notified of the financial institution's decision, St. George's Center, Inc. will take appropriate the action as specified above.

## Recovering Funds

By using our Services, you acknowledge that St. George's Center, Inc. reserves the right to attempt to recover or hold funds from your Campaign or the bank account associated with your Campaign, for reasons including but not limited to: refunds, lost chargebacks, a Campaign Owner does not act in accordance with St. George's Center, Inc.'s Terms, or other situations resulting in negative balances.

We may obtain reimbursement of any amounts owed by a Campaign Owner to St. George's Center, Inc. by holding funds from your Campaign, or the connected Stripe or bank account associated with your Campaign, or seeking reimbursement from the Campaign Owner by any other lawful means, including by using third-party collections agencies. You authorize us to use any or all of the foregoing methods to seek reimbursement.

## Indemnity

Each User agrees to defend, indemnify and hold harmless St. George's Center, Inc., its subsidiaries and affiliated companies, and their officers, directors, employees, contractors and agents from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees and costs) and all amounts paid in settlement arising from or relating to use of the Services, breach of these Terms or violation of any laws. St. George's Center, Inc. may assume the exclusive defense and control of any matter for which Users have agreed to indemnify St. George's Center, Inc. and each User agrees to assist and cooperate with St. George's Center, Inc. in the defense or settlement of any such matters.

## No Warranty

St. George's Center, Inc. has no fiduciary duty to any User. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR COURSE OF PERFORMANCE. USE OF THE SERVICES IS AT USER'S OWN RISK.

## Waiver and Release

For Users in a jurisdiction that requires a specific statement regarding waiver and release then the following applies. For example, California residents must, as a condition of this Agreement, waive the applicability of California Civil Code Section 1542 for unknown claims which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Each User hereby waives this section of the California Civil Code and any similar provision in law, regulation or code that has the same effect or intent as the foregoing release.

## Limitation of Liability

St. George's Center, Inc. (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR LICENSORS) IS NOT LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR, IN ANY EVENT, FOR DAMAGES EXCEEDING THE LESSER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR THE FEES PAID TO St. George's Center, Inc. FOR THE TRANSACTION FROM WHICH THE CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF St. George's Center, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

For jurisdictions that do not allow St. George's Center, Inc. to limit its liability: Notwithstanding any provision of the Terms, for Users in a jurisdiction that has provisions specific to waiver or liability that conflict with the foregoing, then St. George's Center, Inc.'s liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, St. George's Center, Inc. does not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation or intentional misconduct; or (c) any liability which it is not lawful to exclude either now or in the future.

## Assignment

The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by any User, but may be assigned by St. George's Center, Inc. without restriction or consent.

## Termination; Survival

Termination may result in the forfeiture and destruction of all information associated with any User Account. Users may terminate their User Account by following the instructions on the



Services, but St. George's Center, Inc. may retain the User Account information after termination in accordance with regulatory, accounting, and legal compliance procedures. All provisions of the Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Governing Law

Users agree that: (a) the Services shall be deemed solely based in Florida (the principal place of business and corporate headquarters of St. George's Center, Inc.); and (b) the Services shall be deemed a passive one that does not give rise to personal jurisdiction over St. George's Center, Inc., either specific or general, in jurisdictions other than Florida. This Agreement shall be governed by the laws of the State of Florida, without respect to its conflict of laws principles.

## Arbitration

St. George's Center, Inc. and User agree that any and all disputes or claims shall be resolved exclusively through final and binding arbitration, rather than in court, except that a User at its election may assert claims in small claims court, if the User's claims otherwise qualify for adjudication in that court. St. George's Center, Inc. and User manifest their assent to arbitrate by providing and using the Services. Arbitrable claims are those that St. George's Center, Inc. asserts against User, and that User asserts against St. George's Center, Inc., any related or affiliated entity, and the officers, directors, agents or employees of any of them. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate. If for any reason the FAA is inapplicable, the law of arbitrability of the state of User's principal place of business shall apply. To the maximum extent permitted by law, the Parties agree to arbitrate claims on an individual basis only, and they waive any right to bring, participate in, or recover under, a class, collective, consolidated or representative action. The arbitrator shall apply the Terms and the same substantive law to the dispute as a court would, and the same law of remedies. The arbitration will be conducted by the American Arbitration Association (AAA) under the rules applicable to the claim asserted, including but not limited to the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. St. George's Center, Inc. will supply a printed copy of the rules upon a User's request. Payment and reimbursement of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitrator once selected shall have the authority to order the parties to arbitrate in a different venue for good cause shown, applying federal law for transferring venue on grounds of forum non conveniens. Except as otherwise provided by law or the AAA's rules, the prevailing party in any arbitration will be entitled to receive from the non prevailing party all of its reasonable attorneys' fees and costs.

## Disclaimers

Campaign Owners and other Users should be aware that many states impose charitable fund solicitation laws to guide direct or indirect fund solicitation activities in those states. While provisions vary state to state, these state laws typically include registration and reporting requirements. St. George's Center, Inc. merely provides a technology platform to allow Campaign Owners to connect with Contributors. Users who access or use the Services do so at their own volition and are entirely responsible for compliance with applicable law.

St. George's Center, Inc. makes no representations, warranties or other assertions as to the potential tax deductible status of any Contribution by a Contributor to a charitable cause or to a Campaign whose purported recipient is a recognized 501(c)(3) or other tax -advantaged organization under the Internal Revenue Code. The listing of an organization via the Services does not necessarily mean that the organization has been deemed— or remains currently deemed—a charitable or tax-advantaged organization by the Internal Revenue Service.

## English Language

In the event of a conflict between these the English language version of the Terms and any foreign language translation versions thereof, the English language version of the Terms shall govern and control. All disputes, claims and causes of action (and related proceedings) will be communicated in English. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the U.S.

## Cooperation with Authorities and Police Enforcement

We will cooperate with law enforcement authorities as required by law. We will cooperate with law enforcement agencies in any investigation of alleged illegal activity regarding the use of the Services when requested.

## Notification Procedures

Users agree St. George's Center, Inc. may provide notifications to such User via email, written or hard copy notice, or through conspicuous posting of such notice on our website. Users may opt out of certain means of notification or to receive certain notifications.

## Changes to Terms

St. George's Center, Inc. may alter the Terms at any time, so please review them frequently. If a material change is made, St. George's Center, Inc. may notify Users in the Services, by email, by

means of a notice on the Services, or other places we think appropriate. A "material change" will be determined at St. George's Center, Inc.'s sole discretion, in good faith, and using common sense and reasonable judgment.

## Contact

St. George's Center, Inc., Inc.

21 West 22nd St

Riviera Beach, FL 33404

[info@saintgeorgescenter.org](mailto:info@saintgeorgescenter.org)