

Privacy Policy

MAGNIFYFUNDUS INC.

a peer-to-peer fundraising platform

Last Update: April 29, 2021

Pompano Beach, FL 33069 – USA

Please read this [Privacy Policy](#) ("Privacy Policy") carefully before using the www.magnifyfund.org/ website and (the "Service") operated by **MagnifyFundUs Inc.** ("us", "we", or "our").

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

By accessing or using the Service you agree to be bound by our [Privacy Policy](#) and [Terms of Service](#). If you disagree with any part of the Terms, then you may not access the Service.

[MagnifyFundUs Inc.](#) ("us", "we", or "our") operates www.magnifyfund.org (the "Site"). This page informs you of our Privacy Policy 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 this policy.

MagnifyFund.org is a website to help you understand how our company collects data and how **MagnifyFundUs Inc.** makes its platform available 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 MagnifyFundUs website and MagnifyFund.org platform you agree for us to use your personal information and accept the [Terms and Conditions of Service](#) and our Privacy Policy. (Terms and Conditions of Service and Privacy Policy may be modified from time to time). If you have any questions, please email us to support@magnifyfund.com

If you are a campaign organizer or donor you are contracting with **MagnifyFundUs Inc.** through MagnifyFund.org website at **3970 Oaks Clubhouse Dr. Suite110, Pompano Beach, Florida 33069, in the United States of America.**

ARBITRATION, JURY TRIAL, AND CLASS ACTION WAIVER EXCEPT AS OTHERWISE DESCRIBED IN THE DISPUTES SECTION BELOW, BY USING THE [MAGNIFYFUNDUS INC.](#) 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 www.magnifyfund.org/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:

The **MagnifyFundUs Inc.** 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 [MagnifyFund.org](#) Platform website to accept monetary donations ("Donations") from donors ("Donors") under the umbrella and strict Sponsorship of a US Non-Profit only.

MFUS Charity Fundraising Services for a Non-Profit Program:

The **MagnifyFundUs Inc.** 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 MFUS 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 MFUS 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, **MagnifyFundUs Inc.** 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

MagnifyFund.org 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.

MagnifyFund.org 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.magnifyfund.org has a 9% 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 MagnifyFundUs Inc's specific set-up Fees for your 'campaign' will be charged to your designated Nonprofit.

Industry-standard payment processor fees also apply (hereinafter and on MagnifyFund.org website referred to as "Payment Processor Fees". To learn more about the **MagnifyFundUs** Platform, the MFUS Charity Platform and applicable [Payment Processor Fees](#), visit us at <http://magnifyfund.org/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,
- **5%** for Cause/Campaign and website management and gateway fundraising platform access by **MagnifyFundUs Inc.**

MagnifyFundUs Inc. 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 'campaign' at

www.magnifyfund.org

please note that a 9% Payment Processor Fee applies.

Campaign representative or nonprofit are responsible for their own information. **MagnifyFundUs Inc., Magnifyfund.org** is NOT liable for any misinformation about the project/cause/campaign.

MagnifyFundUs Inc. 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 **MagnifyFund.org**.

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 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.

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

The Services are administrative platforms only. **MagnifyFundUs Inc.** facilitates the Campaign of the Campaign Organizers and permits Donors to make donations to these Campaign Organizers. **MagnifyFundUs Inc.** is not a broker, agent, financial institution, or creditor.

All information and content provided by **MagnifyFundUs Inc.** relating to the Services is for informational purposes only, and **MagnifyFundUs Inc.** 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.

MagnifyFundUs Inc. 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.

Ownership of Donor Lists and Data

- 1. MagnifyFundUs Inc. Platform.** As between **MagnifyFundUs Inc.** and Charity using the **MagnifyFundUs Inc.** Platform, Charity may request Donor Lists (defined below) and Donor Data (defined below) for compliance and transactional purposes.
- 2. MFUS Charity Platform.** As between **MagnifyFundUs Inc.** and Charity using the MFUS Charity Platform, with respect to Donor lists and Donor Data that **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MAGNIFYFUNDUS INC.** 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 **MagnifyFundUs Inc.** through MagnifyFund.org. **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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. **MagnifyFundUs Inc.** will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Services

MagnifyFundUs Inc. 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.**, 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 MagnifyFundUs.

MagnifyFundUs Inc. 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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.

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 **MagnifyFundUs Inc.** through **MagnifyFund.org** 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.org**

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the page of our **MagnifyFund.org** 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

Data Retention

You acknowledge that **MagnifyFundUs Inc.** has no obligation to you to retain data relating to any account or Campaign. You acknowledge that **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** will provide reasonable notice where possible.

Mobile Services

The **MagnifyFundUs Inc.** Services include certain features that may be made available via a mobile device, including the ability to (i) upload User Content to the **MagnifyFundUs Inc.** Platform, (ii) browse the **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.**. 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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:

3. not to use the Services to raise funds or establish or contribute to any Campaign with the implicit or explicit purpose of or involving:
 - a. 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;
 - b. any election campaigns that are not run by a registered organization within the supported country;
 - c. User Content or campaigns that are fraudulent, misleading, inaccurate, dishonest, or impossible;
 - d. 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;

- e. knives, explosives, ammunition, firearms, or other weaponry or accessories;
- f. 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 cryptocurrencies;
- g. 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;
- h. 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;
- i. 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;
- j. 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;
- k. funding a ransom, human trafficking or exploitation, vigilantism, bribes or bounty;
- l. pornography or other sexual content;
- m. offensive, graphic, perverse or sensitive content;
- n. the sale of items before the seller has control or possession of the item;
- o. 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 **MagnifyFundUs Inc.**;
- p. credit repair or debt settlement services;

- q. 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;
 - r. 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;
 - s. sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value;
 - t. aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds;
 - u. counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
 - v. 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;
 - w. unauthorized sale or resale of brand name or designer products or services;
 - x. sale of goods or services that are illegally imported or exported;
 - y. processing where there is no bona fide donation accepted; cash advance; card testing; evasion of card network chargeback monitoring programs;
 - z. collecting or providing funds for any purpose other than as described in a Campaign description;
 - aa. any other activity that **MagnifyFundUs Inc.** 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
 - bb. any other activity that **MagnifyFundUs Inc.** may deem in its sole discretion to be unacceptable.
4. 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 **MagnifyFundUs Inc.**, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose **MagnifyFundUs Inc.** or its users to any harm or liability of any type;
5. 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;

6. not to harvest, collect or publish personally identifiable information of others;
7. 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;
8. 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
9. 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;
10. not create any liability for **MagnifyFundUs Inc.** 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;
11. not to engage in any conduct that, in **MagnifyFundUs Inc.**'s sole judgment and discretion, restricts or inhibits any other user from using or enjoying the Services;
12. 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 **MagnifyFundUs Inc.** uses to provide the Services;
13. 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;
14. not to obtain or attempt to obtain any materials or information not intentionally made available through the Services;
15. 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;
16. not to, on the MFUS Charity Platform, engage in advertising or commercial solicitation of any product or service without **MagnifyFundUs Inc.**'s written consent, except that using the Services for fundraising activities in accordance with these Terms is expressly permitted;
17. 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;
18. undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services; or
19. attempt to indirectly undertake any of the foregoing.

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

20. not to make or accept any Donations that you know or suspect to be erroneous, suspicious or fraudulent;
21. 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);
22. 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 **MagnifyFundUs Inc.** from time to time;
23. to maintain a copy of all electronic and other records related to Campaigns and Donations as necessary for **MagnifyFundUs Inc.** to verify compliance with these Terms of Service and make such records available to **MagnifyFundUs Inc.** 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
24. at **MagnifyFundUs Inc.**'s request, including without limitation in case of investigations by **MagnifyFundUs Inc.**, 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.

MagnifyFundUs Inc. 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 **MagnifyFundUs Inc.**, or that expose you, **MagnifyFundUs Inc.**, 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.

Third-Party Material

Under no circumstances will **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** does not pre-screen User Content, but that **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** '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, **MagnifyFundUs Inc.** 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.

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”). **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** is not responsible for and does not endorse such Third-Party Resources or the products, services or content made available thereby. You acknowledge that **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** 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 **MagnifyFundUs Inc.** is not liable for any loss or claim that you may have against any such third party.

Campaign Modifications and/or Termination or Deletion

MagnifyFundUs Inc. and **MagnifyFund.org** 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. **MagnifyFund.org** is not responsible for any data retention of any fundraising campaign. **MagnifyFundUs Inc.** and **MagnifyFund.org** 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 **MagnifyFundUs Inc.**, 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 **MagnifyFundUs Inc.** will have no liability or responsibility with respect thereto. **MagnifyFundUs Inc.** reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

Security

MagnifyFund.org is secure website 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

MagnifyFundUs Inc. 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 Policy

This Privacy Policy is 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 Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, 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 policy.

Changes to Terms and Conditions of Service

These **Terms and Conditions of Service** are effective as of (**April 29, 2021**) 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.

Contact Us

If you have any questions about this Privacy Policy, please contact us at support@magnifyfund.com