

Refund Policy

MAGNIFYFUNDUS INC.

a peer-to-peer fundraising platform

Last Update: April 29, 2021

Pompano Beach, FL 33069 – USA

Chargebacks and Refunds

1. *Chargebacks and Refunds.* Occasionally, a Donor may dispute a credit card charge for a Donation through the Services.
 - a) If Donations are refunded to the Donor by [Authorize.Net](#) and **Authorize.Net** already remitted payment to the Charity, **Authorize.Net** may deduct the chargebacks or refunds from future payments to the Charity, and if necessary, issue an invoice to the applicable Charity. The applicable Charity expressly agrees that it will be responsible for paying **Authorize.Net** the full amount of any Donation refund due to a Donor. **Authorize.Net** may elect to offset a future Donation rather than requesting that the Charity return the refunded Donation.
 - b) If such Donations were made through **Authorize.Net**, the Charity has control over the Donations and Charity, rather than **MagnifyFundUS Inc.**, and is responsible for issuing refunds and handling chargebacks directly with Donors.

2. You acknowledge that certain data available or otherwise accessible on or by means of the Services concerning the list of United States-based 501(c)(3) charities to which you may make a Donation is provided by a third-party licensor of MFUS Charity. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by you and **MagnifyFundUS Inc.**, you acknowledge and agree that **MagnifyFundUS Inc.** is the beneficiary with full power and authority to enforce the provisions of these Terms. You agree that **MagnifyFundUS Inc.** may share any information provided by you with **Authorize.Net** to the extent that **Authorize.Net** reasonably needs such data to enforce its rights related to your use of any data.

Donors

All Donations are at your own risk. When you make a Donation through either of the Platforms, it is your responsibility to understand how your money will be used. **MagnifyFundUS Inc.** is not responsible for any offers, promises, rewards or promotions made or offered by Users or Campaigns. We do not and cannot verify the information that Users or Campaigns supply, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Campaign or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously. You can

learn more about our “[Fraud Policy](https://www.magnifyfund.org/fraud-policy)” at <https://www.magnifyfund.org/fraud-policy>. If you have reason to believe that a User or Campaign is not raising or using the funds for their stated purpose, please use the "Report" button on the Cause/Campaign to alert our team of this potential issue and we will investigate. If you are a donor, you may be covered by our “[Refund Policy](https://www.magnifyfund.org/refund-policy)”, details are located at <https://www.magnifyfund.org/refund-policy>.

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

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

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

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.

3. 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.

Events on the MFUS Charity Platform

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

1. *Fees.* Event Organizers that use the MFUS Charity Services to process Event registrations agree to pay **MagnifyFundUS Inc.** a Payment Processor Fee for each Event registration as set forth in our [Payment Processor Fees Policy](#).
2. *Receipt of Registration Fees.* Receipt of registration fees, minus any applicable Payment Processor Fees, is based upon and subject to the payment processor's procedures and terms and credit card processor's terms.
3. **MagnifyFundUS Inc.** does not withhold funds for tax purposes or otherwise. Event Organizers will be solely responsible for taxes based on applicable international, federal, state, local or any other taxes or levies.
4. *Chargebacks and Refunds.* Occasionally, an Event Registrant may dispute a credit card charge for a Donation through the MFUS Charity Services. All refunds for event registrations are handled by Event Organizers. **MagnifyFundUS Inc.** is not responsible for handling or communicating an Event Organizer's refund policy or processing refunds, including without limitation for any errors processing a refund, the failure to provide a refund, the failure of an Event Organizer to communicate about a refund, or any

chargebacks related to a refund. Donors should contact the Event Organizer concerning a refund. Event Organizers agree to deal exclusively with Event registrants concerning refunds.