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CiviCore Terms of Use

Updated: August 18, 2017

CiviCore Inc., a Colorado Public Benefit Corporation (“CiviCore”), has established this website, web-based applications, including third party application, APIs, and mobile applications (collectively, the “Website”) as a service for nonprofits, public agencies and foundations (collectively “Customers”) who would like to use the Website to communicate internally, with the communities they serve, and with volunteers who choose to donate their time or money.

Please review the following terms and conditions carefully. These Terms of Use or this “Agreement” is a legally binding contract between each User (as defined below) and CiviCore regarding Users’ access to and use of the Website and any use by User of the services or functionality offered on the Website (collectively the Website and such functionality are referred to as the “Services”). By accessing the Services, the User agrees to be bound by this Agreement. If a User does not agree with any part of the Agreement, including updates to the Agreement, User must not use the Services and must exit the Website and refrain from using any materials or content that User may have downloaded from the Website, and delete any applications from User’s mobile device.

Acceptance of Terms

CiviCore, provides Services to Users subject to this Agreement, which may be updated by CiviCore from time to time without prior notice to Users. Please check the Website periodically for changes to the Terms of Use, CiviCore’s Privacy Policy, Guidelines and other documents. By using the Services, You agree to be bound by this Agreement, all applicable laws, and all conditions or policies referenced herein.

CiviCore utilizes third-party technology providers and Payment Providers (as defined below) including, by way of example, Amazon Web Services, Stripe.com, Braintree Payment Solutions, Authorize.net, Cloudflare, and Incapsula in connection with its provision of the Services. CiviCore is not responsible for third-party or Payment Provider content, actions or inactions. This Agreement applies to the use of the Services and does not extend to any linked third party sites. When Users make use of one of the third party services, including the services of Payment Providers, the terms and conditions of the third party provider will govern.

In addition, when using the Service, Users are subject to any guidelines or rules (the “Guidelines”) applicable that may be posted on the Website from time to time. All such Guidelines are hereby incorporated by reference into the Agreement.

This Agreement, which includes CiviCore’s Privacy Policy and Guidelines, as they may be updated from time to time, contain the entire agreement between Users and CiviCore with respect to the Services. Any rights not expressly granted herein are reserved.

Definitions

“Eligible Organization” is a charity registered as a 501c3 organization that meets the criteria defined by the Customer for participating in fundraising using the Services.

“Fundraising Campaign” is a fundraising project created by a User on behalf of an Eligible Organization.

“Donor” is any User that contributes money to, or volunteers for, a Customer or an Eligible Organization.

“Contribution” is any financial transaction, gift or other form of donation that benefits an Eligible Organization.

“User” (“You” or “Your”), is any individual, including but not limited to, personnel or agents of a Customer or a Donor who has accepted the terms of this Agreement, has established login and security credentials required to register on the Website, and uses any of the functionality of the Website or Services..

“Payment Provider” is a third party provider of payment card or ACH (e-Check) processing or financial institution that processes monetary Contributions.

Permitted and Prohibited Uses

As a User, You represent and warrant that (a) You are 18 years of age or older, or if You are under 18, You have received parental consent and are acting under parental supervision; (b) All information You provide to CiviCore is truthful, current, complete and accurate and You will update the information to maintain its accuracy; and (c) Any Contribution You make is legal in Your jurisdiction. CiviCore will not be held liable for any loss or damages due to non-compliance. Additionally, by using the Services You understand and agree that Your use of the Website and use or reliance upon any of the materials made available through the Website is solely at Your own risk. While CiviCore takes reasonable efforts to review Fundraising Campaigns for compliance with eligibility requirements, CiviCore does not verify, endorse, guaranty or control any of the information on the Website (outside of official documentation).

THE WEBSITE IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. If You are under 13 years of age, do not use the Website.

US Government Rights. The Website is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if You are an employee, agent or contractor of the United States Government, You receive only those rights with respect to the Website as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other United States government licensees and their contractors.

You may not use the Website to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data.

You may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the Website any information the disclosure of which would constitute a violation of any confidentiality obligations You may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Website.

You are strictly prohibited from communicating on or through the Website any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. You further agree to adhere to all posted Guidelines related to communications or postings on the Website

Unless a User is an employee or agent of a Customer subject to a Master Services Agreement with CiviCore containing different terms, Users are expressly prohibited from compiling and using any other individual's personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending such individuals unsolicited marketing materials, whether by facsimile, email, or other technological means.

Unless a User is an employee or agent of a Customer subject to a Master Services Agreement with CiviCore containing different terms, Users are expressly prohibited from distributing any individual's personal information to any third parties for marketing purposes. CiviCore shall deem the unauthorized compiling of marketing and mailing lists using personal information, the sending of unsolicited marketing materials to individuals, or the distribution of personal information to third parties for marketing purposes as a material breach of this Agreement, and CiviCore reserves the right to terminate or suspend Your access to and use of the Website.

CiviCore notes that unauthorized use of personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal anti-spam statutes. CiviCore reserves the right to report the abuse of personal information to the appropriate law enforcement and government authorities, and CiviCore will fully cooperate with any authorities investigating violations of these laws.

[User Discussion Lists and Forums](#)

CiviCore may, but is not obligated to, monitor or review any areas on the Website where Users transmit or post communications, including but not limited to Fundraising Campaigns, and the content of any such communications. CiviCore, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. CiviCore may edit or remove content on the Website at its discretion at any time.

[Use of Personally Identifiable Information](#)

Personally identifiable information gathered by the Website or submitted by You to the Website is governed according to CiviCore's current Privacy Policy.

You agree to provide true, accurate, current, and complete information when registering with the Website. It is Your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If You provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or CiviCore has reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, CiviCore reserves the right to suspend or terminate Your account without notice and to refuse any and all current and future use of the Website.

Although sections of the Website may be viewed simply by visiting the website, in order to access some content and/or additional features offered at the Website, You may need to sign on as a guest or register as a member. If You create an account on the Website, You may be asked to supply Your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with Your password or account. Multiple accounts for the same User are prohibited. You agree to have only one account. You agree to exit from Your account at the end of each session and will take all reasonable precautions to prevent others, including those whose accounts have been terminated, to access the Website using Your account or User ID. You agree to immediately notify CiviCore of any unauthorized use of either Your password or account or any other breach of security. You grant CiviCore and all other persons or entities involved in the operation of the Website the right to transmit, monitor, retrieve, store, and use Your information in connection with the operation of the Website and in the provision of the Services to You. To learn more about how we protect the privacy of the personal information in Your account, please visit CiviCore's Privacy Policy.

Intellectual Property Rights

As between Users and CiviCore, the Website, including images, designs, text, arrangements of the foregoing, etc., and underlying software and code belong exclusively to CiviCore. You understand and agree that Your use of the Website in no way gives You a right, title, or interest in the Website or CiviCore's intellectual property. The Website and its various component parts are protected by copyright law, trademark law, trade secret law, and other laws germane to the protection of intellectual property rights.

Indemnification

You agree to defend, indemnify and hold harmless CiviCore and its agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to Your use or misuse of the Website, including, without limitation, Your violation of this Agreement, the infringement by You, or any other subscriber or user of Your account, of any intellectual property right or other right of any person or entity.

Termination

This Agreement is effective until terminated by either party. If You no longer agree to be bound by this Agreement, You must cease use of the Website. If You are dissatisfied with the Website, its content, or any of these terms, conditions, and policies, Your sole legal remedy is to discontinue using the Website. CiviCore reserves the right to terminate or suspend Your access to and use of the Website, or parts of the Website, without notice, if CiviCore believes, in its sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to CiviCore's interests or the interests, including intellectual property

or other rights, of another person or entity; or (iii) where CiviCore has reason to believe that You are in violation of this Agreement.

Compliance with Applicable Laws

The Services are controlled and operated from within the United States. CiviCore makes no representation that the Services are appropriate or available in locations outside of the United States. You acknowledge that You may not be able to access all or some of the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, You do so at your own risk and You are responsible for compliance with applicable laws.

Liability

Waiver of Warranties

CiviCore disclaims all warranties, express, implied, statutory, or otherwise, concerning the Services to the fullest extent allowed by applicable law. This waiver includes, but is not limited to, all warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy of information. CiviCore has no fiduciary duties to any User. CiviCore makes no warranties concerning continuity of service, the security of the Website, or that the Website will be error free. CiviCore maintains reasonable safeguards and personnel policies that are designed to guard the Website, Services and information provided. For more information, please see CiviCore's Privacy Policy and other information available on the Website. CiviCore offers the Website and the features and services contained therein "AS IS" and "WITH ALL FAULTS."

Release

To the extent allowable by the state law in the state where You reside, You hereby release CiviCore, its affiliates, successors and assigns and each of the foregoing's respective directors, officers, employees, and agents (collectively, the "Releasees") from any and all liability, costs, expenses, losses, damages (including damage to property or personal injury or death), and claims, whether known or unknown, which may arise from (i) You hosting, participating in, attending, or authorizing an event posted on the Website (including events You authorize Your supporters to advertise on the Website) or (ii) from the acts or omissions of third parties You interact with through the Website (collectively the "Released Claims"). For Users in a jurisdiction that requires a specific statement regarding waiver and release then You agree that You have made such statement. Users who are California residents must, as a condition of this Agreement, waive the applicability of California Civil Code Section 1542 for unknown claims and any similar provisions in law, regulation or code that has the same effect or intent as the foregoing release.

Limitation of Liability

Neither CiviCore nor its officers, directors, employees and agents, will be liable to You for special, consequential, indirect, punitive, exemplary or incidental damages (including lost revenues or profits, or loss of goodwill), regardless of the cause, legal theory, or cause of action, even if CiviCore has been advised of the likelihood thereof. CiviCore's aggregate liability, together with the liability of its officers, directors, employees and agents, arising out of this Agreement and Your use of the Website (when aggregated with all other claims against us arising out of this Agreement and Your use of the Website),

regardless of the type of claim(s) or the nature of the cause(s) of action, will not exceed the greater of (i) one hundred U.S. Dollars (\$100) or (ii) the net amount CiviCore has been paid from transaction fees arising from transactions You have made through the Website in the twelve (12) months immediately preceding the event giving rise to Your claim(s). You acknowledge that the foregoing limitations are an essential basis of the bargain we have reached and that they will apply notwithstanding any failure of essential purpose of any limited remedy.

For Users who live in jurisdictions that do not allow CiviCore to limit its liability: Notwithstanding any provision of this Agreement, for Users in a jurisdiction that has provisions specific to waiver or liability that conflict with the foregoing, then CiviCore's liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, CiviCore 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.

Indemnification

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

General

Governing Law

This Agreement, the Services, and use of the Services, will be governed by and construed in accordance with the laws of the State of Colorado, as such laws are applied to agreements made between Colorado residents and performed entirely within the State of Colorado, and without regard to conflicts of laws principles.

Forum

The exclusive jurisdiction and venue for any disputes which may arise out of, or relate to, this Agreement or Your use of the Services will be the state and federal courts located in Denver County, Colorado. You hereby expressly and irrevocably consent to the personal jurisdiction and venue of such courts.

No Joint Venture

This Agreement does not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship between You and CiviCore. At all times we shall remain independent contractors with respect to one another.

No Assignment

You have neither the right nor the power to assign Your rights under this Agreement. Any purported assignment of Your rights under this Agreement will be NULL AND VOID.

Entire Agreement

This Agreement contains the entire agreement between You and CiviCore. The Agreement supersedes and displaces any earlier or contemporaneous written or oral negotiations, statements, or agreements purporting to deal with the subject matter hereof.

Severability

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

No Waiver

Any delay on the part of either party, to exercise a right or power granted under this Agreement will not be construed as a waiver of such right or power. All waivers must be in writing and a waiver of any particular breach will not be construed as a waiver of any other breach, or any succeeding breach.

Survival

The provisions of the sections of this Agreement titled "Intellectual Property," "Liability," and "General" will survive termination.

Headers

The headers contained within this Agreement are for convenience of reference only. They should not be interpreted to modify the plain meaning of the various provisions of this Agreement.

Attorney's Fees

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

Links to Other Materials

The Website may contain links to sites owned or operated by independent third parties. These links are provided for Your convenience and reference only. CiviCore does not control such sites and, therefore, is not responsible for any content posted on these sites. The fact that CiviCore offers such links should not be construed in any way as an endorsement, authorization, or sponsorship of that site, its content or the companies or products referenced therein, and CiviCore reserves the right to note its lack of affiliation, sponsorship, or endorsement on the Website. If You decide to access any of the third party sites linked to by the website, You do this entirely at Your own risk. Because some sites employ automated search results or otherwise link You to sites containing information that may be deemed inappropriate or offensive, CiviCore cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third party sites, and You hereby irrevocably waive any claim against CiviCore with respect to such sites.

Notification of Possible Copyright Infringement

In the event You believe that material or content published on the Website may infringe on Your copyright or that of another, please contact us.

Notification Procedures

Users agree CiviCore may provide notifications to such User via email, written or hard copy notice, or through posting of such notice on our Website. Users may opt out of certain means of notification or to receive certain notifications by updating their personal profiles on the Website or “unsubscribing” from email.