

CHARITY VALET, LLC
TERMS AND CONDITIONS OF USE OF WEBSITE

Updated June 19th, 2022

Charity Valet (“Charity Valet”) welcomes you to www.CharityValet.com (the “Site”). Charity Valet provides this Site and its services to you subject to these Terms of Use (the “Terms of Use”), which constitute a binding contract between you and Charity Valet and govern your use of the Site.

The Internet is an evolving medium; as such, Charity Valet reserves the right to make changes to the terms of these Terms of Use from time to time and without prior notice. By continuing to use the Site after we post any such changes, you accept these Terms of Use as modified.

We reserve the right to deny access to this Site, or any service provided via this Site, to anyone who violates these Terms of Use or who, in our judgment, interferes with the ability of others to enjoy the Site, or infringes the rights of others.

PRIVACY.

We value our nonprofit clients and we take their privacy seriously. Charity Valet respects the privacy of the personal information that we are privileged to acquire. Our commitment to privacy includes how we obtain, use, protect, and share information.

Charity Valet collects and uses personal information such as names, addresses, phone numbers and email addresses when a nonprofit client provides it to us. The personal information collected by Charity Valet is used solely for purposes of processing payments, providing suggested services that match each nonprofit client’s profile information, record keeping and similar restricted purposes. We will not sell, trade or share a nonprofit client’s personal information with anyone else or with any other organization. Charity Valet keeps a record of each nonprofit client’s disbursements. This information is kept on file for IRS purposes and is also used by Charity Valet internally to analyze overall giving patterns for future projections and statistical analysis.

By using this Site, each nonprofit client expressly authorizes Charity Valet to use nonprofit client information for the restricted purposes set forth in these Terms of Use. A Nonprofit client may review, change, or correct personal contact information or make changes to recorded preferences on the Site or by contacting us directly through email or phone as listed under CONTACT US on the Site.

NO ENDORSEMENT.

Unless otherwise specifically indicated, the presence of information on the Site regarding any nonprofit organization does not mean that Charity Valet endorses or supports that organization. The information provided on each profile is provided by the nonprofit organization itself or obtained from publicly available data. Charity Valet does not guarantee

the accuracy of any such data or make any representations or warranties with regard to any organization profile in our database. An organizational profile, as viewed or printed from this system, is not intended to be a user's complete source of information regarding any organization. Rather, it can serve as a way for a user to initially screen an organization and decide if that organization warrants further examination. Whenever possible, Charity Valet will attempt to provide explanation for any data discrepancies. If prospective clients or donors have further questions about an organization, they may either contact the organization directly or contact Charity Valet.

The Site may contain links to third-party Sites, which are not under the control of Charity Valet. Charity Valet is not responsible for the content of any linked site or for any link contained in a linked site, or any changes or updates to such sites. Charity Valet is providing these links to you only as a convenience, and the inclusion of any link does not imply that Charity Valet endorses, guarantees, or accepts any responsibility for the content on such a third-party site. If you link to a third-party Site, you will be subject to such Site's legal terms and policies including, without limitation, such Site's terms of use and privacy policy.

California Law - Penal Code section 320.5, subdivision (m)

Contest - No Purchase Necessary

Charity Valet offers an online contest platform where there is a chance to win a prize or something of value. Below are the rules to comply with the California State Law Penal Code section 320.5, subdivision (m)

*Free entries will be offered to all participants on the same terms and conditions as entries for which payment is made. (For example, if 100 is the maximum number of entries that may be purchased with a single entry form, 100 entries to win must also be made available for free with a single entry form.)

*It is no more difficult for a participant to enter for free than to enter in connection with a payment.

*There is no advantage toward winning any prize, experience, or thing of value to any participant in connection with a payment. Everyone has an equal chance of winning.

*The free entry area is clearly visible on the purchase area of the site.

USER CONDUCT

You agree that your use of this Site is subject to all applicable local, state, national and international laws and regulations. You also agree:

* to comply with US law and local laws or rules regarding online conduct and acceptable Material, and regarding the transmission of technical data exported through the Site or any service provided by Charity Valet from the US or the country in which you reside;

* not to host, submit content to or use the Site or its services without the consent of a parent or guardian if you are under the age of 16 (a "Minor");

* not to use the Site for illegal purposes;

- * not to commit any acts of infringement on the Site or with respect to content on the Site; not to use the Site to engage in commercial activities;
- * not to attempt to gain unauthorized access to other computer systems from or through the Site;
- * not to interfere with another person's use and enjoyment of the Site or another entity's use and enjoyment of the Site;
- * not to use the Site for chain letters, junk mail, spamming, or use of distribution lists;
- * not to upload or transmit viruses or other harmful, disruptive or destructive files; not to disrupt, interfere with, or otherwise harm or violate the security of this Site, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through this Site or affiliated or linked sites.

USER SUBMITTED CONTENT.

The Site provides certain features enabling users to submit, post and share content with other users, which may include without limitation text, drawings, graphic, audio, and pictorial works, or any other content submitted through the Site ("Submitted Content"). You understand that all Submitted Content is the sole responsibility of the person or entity from whom such content originated. This means that you, and not Charity Valet are entirely responsible for all consequences of uploading, posting or publishing it on the Site.

Each time you submit content to this Site, you represent and warrant that you have the right to submit the material to this Site, that is, you are the author of such material or you have express permissions from the copyright owner to post the material on this Site. Furthermore, you warrant that you have the right to grant Charity Valet the license set out in these Terms and Conditions and such material does not violate these Terms and Conditions.

NO FINANCIAL, LEGAL OR TAX ADVICE.

The information on the Site is provided for educational and/or informational purposes only. Such information or materials do not constitute and are not intended to provide legal, accounting, or tax advice and should not be relied on for any such purpose. We suggest that you consult an attorney, accountant and/or financial advisor to answer any financial or legal questions.

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LINKS TO THE SITE.

Charity Valet welcomes links to the Site. You are free to establish a hypertext link to the home page of the Site so long as (a) the link does not state or imply any sponsorship of your site by Charity Valet; and (b) you do not link to any page within the Site beyond the home page or first page without first obtaining Charity Valet’s prior written consent.

No Framing. Without Charity Valet’s prior written permission, you may not frame or in-line link any of the Site Content or any services offered through the Site, or incorporate into any other website or other service any of the intellectual property of the Site, Charity Valet or its service providers.

COPYRIGHT INFRINGEMENT

Charity Valet respects others’ intellectual property rights; however, the Site may contain information that is provided by or obtained from third-party sources. If you believe that your copyrighted material is being infringed by anything on the Site, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing a written statement to Charity Valet using the CONTACT US link on the charityvalet.com Site.

Notification must include: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that allegedly has been infringed; (2) a

description of the copyrighted work that you claim has been infringed, including the web page address of the location where the copyrighted work exists or a copy of the copyrighted work; (3) a description or location of the material on the Site that you claim is infringing; (4) information we can use to contact you, including your address, telephone number, and e-mail address; (5) a statement by you that you have a good faith belief that the use of the allegedly infringing material is without the authorization of the copyright owner, its agent, or applicable law; and (6) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

INDEMNIFICATION.

You shall indemnify, defend and hold harmless Charity Valet, its affiliates, volunteers, partners and service providers, and their respective directors, officers, employees, affiliates and agents and their heirs, successors and assigns, from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys fees and costs) arising out of or relating to your acts or omissions related to your use of the Site, or any violation by you of these Terms of Use or any applicable law or third party rights. This Section shall survive the termination or expiration of these Terms of Use.

DISCLAIMER OF WARRANTIES

THE SITE AND ALL SITE CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, THE SERVICES AVAILABLE THROUGH THE SITE AND THE SITE CONTENT IS AT YOUR SOLE RISK. CHARITY VALET, ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE INCLUDING, WITHOUT LIMITATION, THAT THE SITE OR SUCH SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF VIRUSES, WORMS OR OTHER MALICIOUS SOFTWARE. CHARITY VALET DOES NOT WARRANT THAT THE SITE CONTENT WILL BE ACCURATE, UPTO-DATE, OR OTHERWISE RELIABLE. PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED THROUGH THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS TERMS OF USE AGREEMENT.

NONPROFIT CLIENTS ARE INDEPENDENTLY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS RELATED TO THE USE OF CHARITY VALET'S SERVICES, REGARDLESS OF THE PURPOSE OF THE USE. CHARITY VALET IS NOT RESPONSIBLE FOR TO ENSURING COMPLIANCE WITH STATE AND LOCAL RULES, LAWS AND/OR REPORTING REQUIREMENTS OF NONPROFIT ORGANIZATIONS IN ANY JURISDICTION.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CHARITY VALET DISCLAIMS ON BEHALF OF ITSELF AS WELL AS ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS, ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

LIMITATION ON LIABILITY.

IN NO EVENT SHALL CHARITY VALET, ITS AFFILIATES, PARTNERS OR ITS SERVICE PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, AND SUBSIDIARIES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR DATA ARISING OUT OF OR RESULTING FROM THIS WEB SITE OR CONTENT, UNDER ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY. YOU AGREE THAT CHARITY VALET'S LIABILITY AND THE LIABILITY OF ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SITE OR ANY OF THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED \$1.

MINORS

The consent of a parent or guardian shall be required before a Minor can use the Site. Use of any part of the Site is confirmation that the person is an adult or Minor who has received permission from a parent, guardian or educational supervisor to use the Site. A parent or guardian will be responsible for any activities of a Minor on the Site regardless of whether the Minor has received permission from the parent, guardian or educational supervision to use the Site. Pursuant to 47 U.S.C. Section 230 et. seq., as amended, Charity Valet hereby notified you that parental control protection tools that are commercially available may assist you in limiting material that is harmful to minors.

SPECIAL JURISDICTIONAL ISSUES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. If you are a California resident, you waive California Civil Code Section 1542 which reads: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

GOVERNING LAW.

These Terms of Use shall be governed and construed by the laws of the State of California, without regard to its choice of law rules. You agree that, by entering into these Terms of Use and accessing and/or using the Site, you are transacting business in the State of California and are subject to jurisdiction in its courts. Any legal or equitable action arising from these Terms of Use or in connection with the Site shall be commenced and maintained in a court of competent subject matter jurisdiction within the State of California, and you consent to personal jurisdiction and venue in any such court. In the event it is held that jurisdiction or venue is wanting in such a court, an action then may be commenced in any other court having proper jurisdiction under applicable statutes and court rules. In the event of any dispute adjudicated between the parties, whether in litigation or permitted appeal, the prevailing party shall be entitled to recover from the party not prevailing its reasonable attorneys' fees and costs

incurred in such proceeding. The parties agree that neither may bring a claim or assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within the basic facts supporting the claim within one (1) year.

OTHER TERMS.

These Terms of Use constitute the entire agreement between you and Charity Valet in connection with the subject matter hereof. The waiver or any modifications of any provision of this Terms of Use or any right, power or remedy hereunder shall not be effective unless made in writing and signed by Charity Valet. No failure or delay by Charity Valet in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. Charity Valet shall have no liability whatever for delays or interruptions in delivery or accessibility of any portion of the Site, interruptions of service or other breach of these Terms of Use due to fire, explosion, lightning, power surge or failure, water, acts of God, war, civil disturbance, terrorism, acts or omissions of communications carriers, or other causes beyond Charity Valet's reasonable control.