

Terms and Conditions

Last Update: V3.0 - February 17, 2021

Fonzip, Inc. (referred to throughout as "us," "we," "our," etc.) is the owner and operator of the Fonzip.com website, an online fundraising and CRM platform for nonprofit organizations. These Terms of Service apply to the Fonzip.com website, any subdomains thereof, any API integrations or widgets we offer, and any other website or webpages we own or operate that include a link to this statement (together collectively referred to as the "Website"). Any party that accesses, uses, or registers with the Website (such party referred to throughout in the second person "you," "your," etc.) agrees to be contractually bound by these Terms of Service (the "Terms").

Your use of the Website, or any of the services or features accessible therein, constitutes your acceptance of the Terms and our **Privacy Policy**. If you do not wish to use the Website in accordance with the Terms and our **Privacy Policy**, then you should immediately discontinue using the Website.

1.0 Updates

We may update or change the Terms from time to time. Amendments will only apply prospectively. A given amendment will not apply to claims arising before, or arising from facts occurring before, the point in time when that amendment was published to the Website. We will let you know that the Terms have been updated or changed by publishing the date of the last amendment at the top of this page. You agree that this method of notice is sufficient and that you will regularly check these Terms for updates or changes.

2.0 Intellectual Property Protection

The Website, its forward facing components (images, designs, text, arrangements of the foregoing, etc.), its various features and services, and all underlying software and code belong exclusively to us. You understand and agree that your use of the Website in no way gives you a right, title, or interest in the Website or our 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.

2.1 Prohibited Activities

You agree to use the Website and the features and services provided through the Website only as they are obviously intended to be used. All other uses are strictly prohibited. You agree not to (and not to encourage a third party to) disassemble,

reverse engineer, or otherwise attempt to discover, copy, or transmit, any source code underlying the Website or the software, features, or services provided therein.

2.2 Your Content

By posting, uploading, or transmitting content or information to, or through, the Website you grant us a nonexclusive, irrevocable, worldwide, sub-licensable (through multiple-tiers), royalty-free license to copy, store, transmit, publish, publicly display, publicly perform, and otherwise use this content or information to operate the Website as we reasonably see fit. You warrant that you have the authority to grant such license.

3.0 User Warranties

By accessing, using, or registering with the Website you represent, warrant, and irrevocably covenant that:

- You have the authority to enter into this agreement.
- Your decision to enter into this agreement and your use of the Website will not violate any applicable law, regulation, or ordinance.
- Your decision to enter into this agreement and your use of the Website will not infringe the rights of any third parties.
- You will at all times supply truthful and accurate information to us and you will not misrepresent yourself to the public through your use of the Website.
- You will never use the Website, or any services we provide to you, in a manner that violates the law or the legal rights of a third party.
- You are at least 13 years of age, or any higher minimum age in the jurisdiction where You reside, if you are using the Website and have the consent of a parent or legal guardian if you are under 18 years of age.

4.0 Privacy Policy

Any personal information you submit to the Service or Fonzip is governed by Fonzip's Privacy Policy. This Privacy Policy encompasses any and all information you may provide to the Website or Fonzip. Except as disclosed in Fonzip's Privacy Policy, we will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent.

4.1 Privacy Policy Compliance

You are solely responsible for complying with all applicable state, federal, and international laws, including those governing the collection, use and disclosure of user information. Although Fonzip provides a platform for You to serve your users, You must provide users with all requisite disclosures relative to the collection of personally

identifiable information of users by your organization, including, but not limited to, the prominent display of a privacy policy. To the extent You utilize Fonzip's platform to communicate with your users, You represent and warrant that You have obtained such user's authorization to send them e-mails for Your marketing or promotional purposes. For any email obtained from a user outside of Fonzip's platform and imported into his or her Fonzip profile for our email marketing services, You must first have obtained the user's authorization to send them e-mails for Your marketing or promotional purposes.

5.0 Fees

Nonprofits pay us a subscription fee and a transaction fee to use the Website. Pricing details are published on our website.

6.0 Availability of Service

As the provider of the Website, we reserve the right to discontinue (i) the Website, in whole or in part, (ii) any features or services provided by or through the Website, or (iii) your account with the Website, for any or no reason, without notice to you.

7.0 Waiver of Warranties

We disclaim all warranties, express, implied, statutory, or otherwise, concerning the Website 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. We make no warranties concerning continuity of service, the security of the Website, or that the Website will be error free. We offer the Website and the features and services contained therein "AS IS" and "WITH ALL FAULTS."

7.1 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.

7.2 Release

You hereby release us, our successors and assigns, our affiliates, 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").

7.3 Limitation of Liability

Neither we nor our 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 we have been advised of the likelihood thereof. Our aggregate liability, together with the liability of our 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 we have 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.

7.4 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 these Terms.

8.0 Governing Law

These Terms are governed by Turkish law and we both agree to submit to the non-exclusive jurisdiction of the Turkish courts. This means that, if you are a citizen of a country in the EU, you may bring a claim to enforce your consumer protection rights in connection with these Terms in England or in the EU country in which you live.

8.1 No Joint Venture

These Terms do not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship between you and us. At all times we shall remain independent contractors with respect to one another.

8.2 No Assignment

You have neither the right nor the power to assign your rights under these Terms. Any purported assignment of your rights under these Terms will be NULL AND VOID.

8.3 Entire Agreement

These Terms contain the entire agreement between you and us, they are a complete integration of our agreement and supersede and displace any earlier or contemporaneous written or oral negotiations, statements, or agreements purporting to deal with the subject matter hereof.

8.4 Severability

If any provision of the Terms is found to be unenforceable, invalid, or illegal by a court of competent jurisdiction, this finding shall not render any other provision of the Terms 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.

8.5 No Waiver

Any delay on your part, or on our part, to exercise a right or power granted under these Terms 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.

8.6 Survival

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

8.7 Headers

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

8.8 Attorney's Fees

If a dispute arises out of these Terms 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.