

Date of Last Revision: July 30, 2018

These Terms and Conditions (“Terms and Conditions” or “Terms”), including the BINDING ARBITRATION AND CLASS ACTION WAIVER CONTAINED HEREIN, govern your access to or use of the EdFunder website (the “Platform”) made available by EdFunder, LLC (“EdFunder”). If you are a Fundraiser (as defined below) based in the United States, you will be contracting with EdFunder, LLC. For purposes of the following Terms and Conditions, “EdFunder,” “we,” “us,” “our,” and other similar terms, shall refer to the party with whom you are contracting.

ARBITRATION AND CLASS ACTION WAIVER: EXCEPT AS OTHERWISE DESCRIBED IN THE DISPUTES SECTION BELOW, BY USING THE PLATFORM, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. 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 and Conditions at any time. If we do this, we will post the changes on this page and will indicate the date these terms were last revised. We will also endeavor to notify you, either through the Platform user interface, in an email notification or through other reasonable means, and unless otherwise stated, EdFunder may communicate with you officially by any reasonable means now known or later developed. These currently include email, regular mail, and postings on the Platform. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that (i) changes addressing new functions of the Platform or changes made for legal reasons will be effective immediately, and (ii) changes or modifications to the provisions of these Terms and Conditions necessary for continued operation of the platform will be effective immediately.

Your continued use of the Platform after the date any such changes become effective constitutes your acceptance of the new Terms and Conditions. To the extent allowed by law, the English version of these Terms and Conditions is binding and other translations are for convenience only. If you do not wish to accept the new Terms and Conditions, you may discontinue your use of the Platform.

In addition, when using certain Platform, you will be subject to any additional terms applicable to such Platform that may be posted on the Platform from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms and Conditions (provided, however, that such other terms

may be modified in accordance with their terms and, with respect to the use of the Platform, these Terms and Conditions will take precedence in the event of conflict). All resolutions are decided by EdFunder in our sole discretion, and all of our determinations are final.

Access and Use of the Platform

Platform Description: The Platform are offered as a platform to users of the Platform, which may include Campaigners and Contributors (each defined herein), entrants to Rewards (defined below) and other registered and unregistered users of the Platform (which may include users who simply "support" Campaigns or otherwise interact with the Platform or Platform). Among other features, the Platform are designed to allow a user (a "Campaigner") to post a fundraising campaign ("Campaign") to the Platform to accept monetary contributions ("Contributions") from those registered users wishing to contribute funds to the Campaign ("Contributors"). For purposes hereof, the term "Campaigner" shall also be deemed to include any individual(s) designated as a beneficiary of a Campaign. Although there are no fees to set up or launch a Campaign, industry-standard payment processing fees apply to each Contribution and a Platform fee will be applied to each Contribution. The Fees EdFunder charges are listed below:

- Standard Processing Fees
 - By Paypal, Paypal Fee is 2.9% +\$0.30
 - By Credit or Debit Card, Stripe Fee is 2.9% +\$0.30
 - By ACH or eCheck, Stripe + Plaid Fee is 0.80% +\$1.25 capped at \$6.25 per transaction.
 - EdFunder Platform Fee is 5.00%

Charitable Giving: You understand and acknowledge that EdFunder is not a professional charitable organization, notwithstanding any affiliates that may qualify for 501(c)(3) status, and Campaigns are not Nonprofit Organizations to which you can make tax-deductible charitable contributions. However, in addition to the Platform described above, EdFunder permits Contributors to contribute directly to certain charitable causes, qualifying nonprofit school organizations or other nonprofit organizations ("Nonprofit Organizations") through the Platform. If you or your nonprofit organization would like to register to be listed as a charitable organization on the Platform, please contact us at info@EdFunder.com and we can help facilitate that process or update your profile at <https://app.edfunder.com/login>. As used in this Agreement, the term "Campaign" does not refer to a Nonprofit organization, and you acknowledge that contributions to Campaigns are not deductible under your jurisdiction's applicable tax laws and regulations.

The Platform are a Platform; We are not a Broker, Financial Institution, Creditor or Charitable Institution: The Platform are an administrative platform only. EdFunder facilitates the Contribution transaction between Campaigners and Contributors, but is

not a party to any agreement between a Campaigner and a Contributor, or between any user and a Nonprofit organization. EdFunder is not a broker, agent, financial institution, creditor or insurer for any user. EdFunder has no control over the conduct of, or any information provided by, a Campaigner, a Nonprofit organization or any other user, and EdFunder hereby disclaims all liability in this regard to the fullest extent permitted by applicable law.

All information and content provided by EdFunder through the Platform is for informational purposes only, and EdFunder 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 Campaigns, Nonprofit Organizations, Contributions, Contributors, users or any products, Platform, information or content relating to the Platform, you should consult your financial, legal, tax advisers or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Platform is at your own risk.

EdFunder does not guarantee that a Campaign or a Nonprofit organization will obtain a certain amount of Contributions or any Contributions at all. We do not personally endorse any Campaign, Campaigner, or Nonprofit organization, and we make no guarantee, explicit or implied, that any information provided through the Platform by a user is accurate. We expressly disclaim any liability or responsibility for the success of any Campaign, or the outcome of any fundraising purpose. You, as a Contributor, must make the final determination as to the value and appropriateness of contributing to any Campaign, Campaigner, or Nonprofit organization.

All Contributions are at your own risk. When you make a Contribution to a Campaign or Nonprofit organization, or otherwise through the Platform, it is your responsibility to understand how your money will be used. EdFunder is not responsible for any offers, promises, rewards or Rewards made or offered by Nonprofit Organizations, Campaigns or Campaigners. We do not and cannot verify the information that Campaigners supply, nor do we guarantee that the Contributions will be used in accordance with any fundraising purpose prescribed by a Campaigner or Nonprofit organization. We assume no responsibility to verify whether the Contributions are used in accordance with any applicable laws; such responsibility rests solely with the Campaigner or Nonprofit organization, as applicable. While we have no obligation to verify that the use of any funds raised is in accordance with applicable law and these Terms and Conditions, we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a Campaigner or Nonprofit organization is not raising or using the funds for their stated purpose, please contact us about this potential issue (email us at info@edfunder.com or call us at 83-EDFUNDER) and we will investigate.

You, as a Campaigner, represent, warrant, and covenant that (i) all information you provide in connection with a Campaign is accurate, complete, and not otherwise designed to mislead, defraud, or deceive any user; (ii) all Contributions contributed to your Campaign will be used solely as described in the materials that you post or otherwise provide; (iii) you will comply with your jurisdiction's applicable laws and regulations when you solicit funds, particularly, but not limited to, laws relating to your marketing and solicitation for your project; and (iv) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize EdFunder, and EdFunder reserves the right to, provide information relating to your Campaign to Contributors and beneficiaries of your Campaign or law enforcement or to assist in any investigation.

Your Registration Obligations: You may be required to register with EdFunder in order to access and use certain features of the Platform. If you choose to register for the Platform, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Platform's registration form. Campaigners must register using their true identities, including their name and any image or video purporting to depict the Campaigner or the beneficiary of such campaign. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Platform, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Platform, with or without registering, only with the approval of your parent or guardian. Certain aspects of our Platform may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors) in order to utilize such Platform. Stripe, Plaid and Paypal are some of EdFunder's payment processing partners. When you use Stripe's application, for example, your right to use such application is strictly confidential for the purpose you provide in the details of your registration. You may not resell, hire, or on any other basis, allow third parties to use the payment application to enable such third parties to be paid for their application. You may not use the payment application for any different purpose than as registered with our Platform. If EdFunder or one of its third-party service providers at any time discovers that the information you provided about you or the purpose of your campaign is incorrect or changed without informing us or if you violate any of these conditions, the Platform may be suspended and/or terminated with immediate effect and fines may be applied by the credit card schemes and/or the authorities for unregistered use of payment application which will in such case be payable by you. While we may help facilitate such registration in some cases in connection with payment processors with which EdFunder has partnered, we are not a party to any such relationships and disclaim any responsibility or liability for the performance by such third parties. Our processors may, in their sole discretion, require underwriting on any account, and you agree to cooperate with all underwriting requests. We may exchange information with such third-party application in order to facilitate the

provision of the Platform (and related third party Platform). Where such information consists of Personal Data (as defined in the Privacy Policy), it will only be shared in accordance with the Privacy Policy.

Taxes: It is your responsibility to determine what, if any, taxes apply to the Contributions you receive through your use of the Platform. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority.

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 EdFunder of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you sign out from your account at the end of each session when accessing the Platform. EdFunder will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Platform: EdFunder reserves the right to modify, suspend or discontinue, temporarily or permanently, the Platform (or any part thereof). We will endeavor to give you notice of any such modification, suspension or discontinuance. You agree that, to the extent permitted by law, EdFunder will not be liable to you for any modification, suspension or discontinuance of the Platform in accordance with these Terms and Conditions.

Public Content; Public Display of Contributions: Some of your activity on and through the Platform is public, such as content you post publicly on the website or Platform. 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 Platform. For example, as a Contributor, you have the option to publicly display your Contribution for all to see, including on search engines (like Google and Yahoo). To keep the details of your Contribution private, simply click the "Keep Contribution Anonymous" checkbox during the Contribution process. Please remember that if you choose to provide information using certain public features of the Platform, 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 control 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 Platform. Please see our **Privacy Policy** for more information on the ways that we may collect, use, and store certain information about you and your use of the Platform.

Rewards: You may offer a contest, reward or similar activity (each, a "Reward") on or through the Platform subject to our approval. If we do not object, you take full responsibility for the Reward, and you agree that: (a) such Reward shall comply with all applicable laws; (b) you are solely responsible for all facets of the Reward, including without limitation any prizes offered; (c) you may not use EdFunder's name, trademarks, logos, or service marks or any other EdFunder intellectual property in the rules or any other materials relating to the Reward without EdFunder's express written permission; (d) such Reward does not require making a Contribution as the only way to enter; (e) such Reward is not marketed to anyone under the age of 18 or the age of majority for the jurisdiction in which you reside; and (f) such Reward may not endorse, sponsor or promote anything related to gambling, alcohol, illegal or prescription drugs, medical devices, national health products, firearms, pornography, tobacco or any other activities prohibited by the Terms of Platform, including as set forth in the "Conditions of Use" section below. You will include the following provisions within your official rules for any Reward that you choose to administer or publicize on the Platform: (i) EdFunder does not sponsor, endorse or administer the Reward; (ii) each participant or entrant in the Reward releases EdFunder from any and all liability and (iii) all questions concerning the Reward must be directed to you and not to EdFunder. EdFunder reserves the right to suspend, cancel, or discontinue any Reward conducted in connection with the Platform at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and to take any actions we deem necessary, in our sole discretion, to protect our users, business partners, or business or the public.

General Practices Regarding Use and Storage: You acknowledge that EdFunder may establish general practices and limits concerning use of the Platform, including without limitation the maximum period of time that data or other content will be retained by the Platform and the maximum storage space that will be allotted on EdFunder's servers on your behalf. You agree that EdFunder has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Platform. You acknowledge that EdFunder reserves the right to terminate accounts or Campaigns that are inactive for an extended period of time, provided that EdFunder will use its commercially reasonable efforts to provide a Campaigner with reasonable notice before terminating an inactive Campaign having a positive balance of Contributions. You further acknowledge that EdFunder reserves the right to change these general practices and limits at any time, in its sole discretion. We will endeavor to give you notice of any such change where required by applicable law.

Conditions of Use

User Conduct: You are solely responsible for all Campaign descriptions, comments, videos, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or transmit or otherwise use via the Platform. You agree to fully cooperate with any request by EdFunder for evidence it deems in its sole discretion is appropriate to verify your compliance with these Terms and Conditions.

The following are examples of the kind of content and/or use that is illegal or prohibited by EdFunder. However, this list is not exhaustive and EdFunder reserves the right to investigate anyone by engaging public and private organizations, including, but not limited to collection agents, private investigators, and local, state, federal and applicable international agencies, and take appropriate action against anyone who, in EdFunder's sole discretion, violates any of the terms or spirit of these Terms and Conditions (or the principles described in our preamble hereto), including, without limitation, removing the offending content, suspending or terminating the account of such violators, stopping payments to any such Campaign, freezing or placing a hold on donated funds when EdFunder reasonably believes it to be required by applicable law, and reporting you to law enforcement authorities or otherwise taking appropriate legal action including seeking restitution on behalf of itself and/or its users. Without limiting the foregoing, you agree to not use the Platform to:

1. in connection with any of the following activities or items, including by establishing or contributing to any Campaign with the implicit or express purpose relating to any of the following:
 1. any activity that violates any law or governmental regulation industry requirements, or third-party guidelines or agreements to which you are a party, including from payment card providers and payment processors that you utilize in connection with the Platform;
 2. content or campaigns that are fraudulent, misleading, inaccurate, dishonest, impossible or imitating any other person or fundraising campaign (whether on the Platform or not);
 3. illegal drugs, narcotics, steroids, controlled substances, pharmaceuticals or other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body, legal substances that provide the same effect as an illegal drug or other products that present a risk to consumer safety or any related equipment or paraphernalia;
 4. knives, explosives, ammunition, firearms, or other weaponry or accessories;
 5. annuities, investments, 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

Platform that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;

6. gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to 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) or sweepstakes;
7. campaigns deemed by EdFunder, in its sole discretion, to be in support of, or 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, or serious disabilities or diseases;
8. 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;
9. funding a ransom, human trafficking or exploitation, vigilantism, bribes or bounty;
10. pornography or other sexual content;
11. offensive, graphic, perverse or sensitive content;
12. offering monetary rewards, including gift cards;
13. transactions for the sale of items before the seller has control or possession of the item;
14. collection of 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 EdFunder;
15. credit repair or debt settlement Platform. publication or removal of content (such as mug shots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm;
16. sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value;
17. aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds;
18. counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
19. products or Platform that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
20. unauthorized sale or resale of brand name or designer products or Platform;
21. sale of goods or Platform that are illegally imported or exported;
22. processing where there is no bona fide Contribution accepted; card testing;
23. evasion of card network chargeback monitoring programs;

24. collecting or providing funds for any purpose other than as described in a Campaign description;
 25. or any other activity that EdFunder may deem in its sole discretion to be unacceptable.
2. to transmit or otherwise upload any 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 EdFunder, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or which may expose EdFunder or its users to any harm or liability of any type; or
 3. to interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform; or
 4. to harvest or collect email addresses or other contact information of other users from the Platform by electronic or other means.
 5. 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.

Additionally, with respect to all Contributions you make or accept through the Platform, you agree:

- not to make or accept any contributions that you know or suspect to be erroneous, suspicious or fraudulent;
- not to use the Platform 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);
- to maintain reasonable and standard security measures to protect any information transmitted and received through the Platform, including without limitation by adhering to any security procedures and controls required by EdFunder from time to time;
- to maintain a copy of all electronic and other records related to Campaigns and Contributions as necessary for EdFunder to verify compliance with these Terms and Conditions, and make such records available to EdFunder 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
- at EdFunder's request, including without limitation in case of investigations by EdFunder, a payment processing partner, or a regulatory or governmental

authority, fully cooperate in the auditing of such records, investigation of the relevant circumstances and remedy of any uncovered violation or wrongdoing. EdFunder reserves the right to refuse, condition, or suspend any Contributions or other transactions that we believe in our sole discretion may violate the Terms and Conditions or harm the interests of our users, business partners, the public, or EdFunder, or that expose you, EdFunder, or others to risks unacceptable to us. We may share any information related to your use of the Platform 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 Contributors, your Contributions, and transactions made through or in connection with your use of the Platform.

Contributions: In order to contribute to a Campaign or to a Nonprofit organization, a Contributor will be required to provide EdFunder information regarding its credit card or other payment instrument ("Payment Instrument") that is linked to the Contributor's account on the Platform (a "Billing Account"). You, as a Contributor, represent and warrant to EdFunder that such information is true and that you are authorized to use the applicable Payment Instrument. You agree that a certain minimum Contribution amount may apply, and that all Contribution payments are final and will not be refunded unless EdFunder, in its sole discretion, agrees to issue a refund, for example in accordance with the EdFunder Guarantee. EdFunder uses third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any Contributions made, and Contributors acknowledge that by contributing a Contribution to a Campaign, the Contributor is agreeing to any and all applicable terms set forth by our payment partners (currently, Stripe, Inc., Plaid, Inc., and PayPal, Inc.), in addition to these Terms and Conditions, including [Stripe's Terms and Conditions](#), [Plaid's Terms and Conditions](#) and [PayPal's Terms and Conditions](#).

Account Holds: From time to time, EdFunder may place a hold on a Campaign account (a "Hold"), restricting Withdrawals (defined herein) by a Campaigner. Some of the reasons that we may place a Hold on a Campaign Account include the following: (i) if we have reason to believe (in our sole discretion) that information provided by a Campaigner is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) if the funds available should be provided directly to a person other than the Campaigner (such as a legal beneficiary or person entitled by law to act on behalf of a Campaigner), (iii) if we have reason to believe that a Campaign has violated these Terms and Conditions, or (iv) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If you have questions about a Hold we may have placed on your Campaign account, or need information about how to resolve the Hold, please contact us at support@edfunder.com.

Rewards: Reward Levels are not intended to be items available for purchase and EdFunder cannot guarantee the delivery of Reward Levels in any way.

Withdrawing Contributions from a Campaign: You, as a Campaigner (or, as applicable, the beneficiary designated by the Campaign), may withdraw Contributions to your Campaign at any time up to the full amount of all Contributions credited to your Campaign, less any applicable fees and any previously withdrawn amounts ("Withdrawals") and subject to any Holds that we or our payment partners may place on your Campaign account. A Campaigner may withdraw Contributions by electronic wire transfer to your bank account or by receipt of a paper check in certain cases. While EdFunder strives to make Withdrawals available to you promptly, you acknowledge and agree that Withdrawals may not be available to you for use immediately, and EdFunder does not guarantee that Withdrawals will be available to you within any specific time frame, and EdFunder expressly disclaims any and all responsibility for any delay or inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability. You, as a Campaigner, are responsible for ensuring that the information you provide to EdFunder in order to process a Withdrawal, including your bank account information, is accurate and up to date. EdFunder may, at any time, for any reason, and in its sole discretion, offer or issue a refund of Contribution(s) with or without consulting with you, which may comprise the entire amount donated to your campaign. EdFunder is not responsible for any consequences caused by EdFunder issuing refunds, including, but not limited to transaction or overdraft fees. You also acknowledge that EdFunder is not liable to compensate you in any way for any loss.

Intellectual Property Rights

Platform Content, Software and Trademarks: You acknowledge and agree that the Platform may contain content or features ("Platform Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by EdFunder, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Platform Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Platform. In connection with your use of the Platform you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by EdFunder from accessing the Platform (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Platform or the Platform Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Platform or distributed in connection therewith are the property of EdFunder, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise

transfer any right in the Software. Any rights not expressly granted herein are reserved by EdFunder.

The EdFunder name and logos are trademarks and service marks of EdFunder (collectively the "EdFunder Trademarks"). Other company, product, and service names and logos used and displayed via the Platform may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to EdFunder. Nothing in these Terms and Conditions or the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of EdFunder Trademarks displayed on the Platform, without our prior written permission in each instance. All goodwill generated from the use of EdFunder Trademarks will inure to our exclusive benefit.

Third-Party Material: Under no circumstances will EdFunder be liable in any way for any content or materials of any third parties (including users and Campaigners) or any User Content (defined below, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that EdFunder does not pre-screen content, but that EdFunder and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any content that is available via the Platform. Without limiting the foregoing, EdFunder and its designees will have the right to remove any content that violates these Terms and Conditions or is deemed by EdFunder, in its sole discretion, to be otherwise objectionable.

User Content Transmitted Through the Platform: With respect to the content, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Platform or share with other users or recipients (collectively, "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 Platform, you hereby grant and will grant EdFunder and its affiliated companies 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 Platform or the Reward, 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 EdFunder 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 EdFunder in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Platform 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 EdFunder's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Platform.

We do not guarantee that any Platform Content will be made available through the Platform. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Platform 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 Platform Content or User Content, or if we are concerned that you may have violated these Terms and Conditions), or for no reason at all and (ii) to remove or block any Platform Content or User Content from the Platform.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Platform ("Submissions"), provided by you to EdFunder are non-confidential and EdFunder will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that EdFunder may preserve content and may also disclose 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 and Conditions; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of EdFunder, its users or the public.

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, EdFunder 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.

Copyright Complaints: EdFunder respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify EdFunder of your infringement claim in accordance with the procedure set forth below.

EdFunder will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to EdFunder's Copyright Agent at support@edfunder.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

EdFunder, c/o EdFunder, LLC
Attn: Legal
PO
Denver, CO 80222

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- your physical or electronic signature;

- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, EdFunder will send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, EdFunder has adopted a policy of terminating, in appropriate circumstances and at EdFunder's sole discretion, users who are deemed to be repeat infringers. EdFunder may also at its sole discretion limit access to the Platform and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites/Platform The Platform or third parties may provide or facilitate links, tools, widgets or other features that allow you to access other sites, Platform and resources provided by third parties (collectively, "Third Party Resources"). EdFunder has no control over such Third Party Resources or any products, Platform 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 EdFunder is not responsible for and does not endorse such Third Party Resources or the products, Platform or content made available thereby. You acknowledge that EdFunder 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 EdFunder 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 use of or reliance on any content, events, goods or Platform available on or through any such Third Party Resources. Any dealings you have with third parties found while using the Platform 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 EdFunder is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release You agree to release, indemnify on demand and hold EdFunder and its affiliates and their officers, employees, directors and agents harmless

from any from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, any Contribution or Campaign, any User Content, your connection to the Platform, your violation of these Terms and Conditions or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EDFUNDER AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

EDFUNDER AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, PLATFORM, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER EDFUNDER NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF EDFUNDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORM RESULTING FROM ANY GOODS, DATA, INFORMATION OR PLATFORM PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) ANY REWARDS AND RELATED PRIZES OR REWARDS MADE AVAILABLE THROUGH THE PLATFORM; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, IN NO EVENT WILL EDFUNDER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID EDFUNDER IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). 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 LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

DISPUTES

ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

Arbitration; Waiver of Trial by Jury. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS AND CONDITIONS, YOUR USE OF THE PLATFORM, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE JAMS, INC. (“JAMS”) RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT WE OR YOU MAY SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION TO GRANT IT IN THE EVENT OF AN ACTUAL OR THREATENED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Small Claims Court; Class Action Waiver. As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court’s rules and if within such court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING WITHOUT LIMITATION ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You

also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

Procedures. These dispute resolution provisions will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event that JAMS is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms and Conditions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or these Terms and Conditions must be filed within one (1) year after such claim of action arose or be forever barred.

30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this Disputes section, you must notify us in writing within thirty (30) days of the date that you first accept these Terms and Conditions (unless a longer period is required by applicable law), and then you must litigate any disputes against us in accordance with the Governing Law and Jurisdiction section below. Your written notification must be mailed to us at the address set out at the end of these Terms and Conditions. If you do not notify us in accordance with this paragraph, you agree to be bound by the terms of this Disputes section, including without limitation the arbitration and class-action waiver provisions, and further including such provisions in any revisions we make to these Terms and Conditions after the date of your first acceptance. Such notification must include: (i) your name; (ii) your email and mailing address, and (iii) a statement that you do not wish to resolve disputes with us through arbitration or waive your ability to participate in a class action. If we make any changes to this Disputes section (other than a change to the address at which we will receive notices or rejections of future changes to this Disputes section), you may reject any such change by sending us written notice, within thirty (30) days of the change, to the address set out at the end of these Terms and Conditions. It is not necessary to send us a rejection of a future change to this Disputes section if you had properly opted out within the first thirty (30) days after you first accepted the provisions in this Disputes section. If you have not properly opted out, then by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Disputes section, as modified by any changes you did not reject. A notification sent pursuant to this paragraph solely affects these Terms and Conditions; if you previously entered into other arbitration or dispute resolution agreements with us or enter into other such agreements in the future, your notification that you are opting out of the provisions in this Disputes section shall not affect the other arbitration agreements between you and us.

Severability. If any of the prohibitions against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Disputes section will be null and void. This Disputes section, including without limitation the arbitration agreement and class action waivers contained herein, will survive the termination of your relationship with us.

Notwithstanding any provision in these Terms and Conditions to the contrary, we agree that if EdFunder makes any future change to this arbitration provision (other than a change to the Notice Address) while you are a user of the Platform, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. The provisions of this arbitration agreement shall only be in effect to the extent they are permitted under applicable laws. If the JAMS Rules cannot be applied to an arbitration under applicable law, then the rules of the local governing arbitration body shall apply instead.

Termination You agree that EdFunder, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove and discard any content within the Platform under reasonable circumstances, including, without limitation, for lack of use or if EdFunder believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Platform, may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Platform under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that EdFunder may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform where such deactivation or deletion is permitted under these Terms and Conditions. Further, you agree that EdFunder will not be liable to you or any third party for any termination of your access to the Platform.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Platform and EdFunder will have no liability or responsibility with respect thereto. EdFunder reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Platform.

General

These Terms and Conditions constitute the entire agreement between you and

EdFunder and govern your use of the Platform, superseding any prior agreements between you and EdFunder with respect to the Platform. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party Platform, third-party content or third-party software. These Terms and Conditions will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and EdFunder agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Denver County, Colorado. The failure of EdFunder to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be (or are otherwise) 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 and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms and Conditions without the prior written consent of EdFunder, but EdFunder may assign or transfer these Terms and Conditions, in whole or in part, without restriction. If we fail to enforce any of our rights, that does not result in a waiver of that right. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Platform may also provide notices to you of changes to these Terms and Conditions or other matters by displaying notices or links to notices generally on the Platform.

Privacy Policy

At EdFunder, we respect the privacy of our users. For details please see our Privacy Policy. By using the Platform, you consent to our collection and use of personal data as outlined therein.