

# Terms & Conditions

CharityBox.com terms and conditions of use

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE REGISTERING TO USE THE CHARITYBOX.COM SYSTEM. PARTICIPATION IN THE CHARITYBOX.COM SYSTEM INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE CHARITYBOX.COM SYSTEM.

This agreement ("**Agreement**") between You (and/or the Organization you represent or are employed by) and CharityBox.com, Inc. ("**CharityBox.com**") consists of these CharityBox.com (the "System") terms and conditions ("**Terms and Conditions**"). A description of the system, as generally offered by CharityBox.com can be found at [www.charitybox.com](http://www.charitybox.com).

## **Overview**

1. You are under no contract and can stop using the service at anytime. If you wish to stop your service you will notify CharityBox.com at the address below and your service will be stopped and a refund issued for any prorated portion of the current billing period. If you do not notify CharityBox.com we will assume you wish to continue to be billed.
2. We assume no responsibility for and do not guarantee the performance of our systems. While we try very hard to keep things running perfectly even the best run system can fail. When (not if) it does, your reputation might be damaged as a result. It is up to you to weigh the cost of building your own system versus the benefit of using ours.
3. We charge an annual fee and a monthly fee. These fees are subject to change. Please see our website at [www.charitybox.com](http://www.charitybox.com) for the current rates. The annual fee is first charged on Jan 1 following the first calendar year of service. To this charge we will add a prorated amount of the prior year during which you were in service. Both the annual and monthly charges will be directly debited from the account number you provide in the sign up process.
4. CharityBox.com is a for profit company providing a software system exclusively to non-profit organizations .
5. Our system is only as good as your make it. We do not guarantee results.

## **System Use**

Use of the system is subject to prior approval by CharityBox.com and can be cancelled at any time and without prior notice by CharityBox.com for any reason. The system is for the exclusive use of 501(c)(3) registered charities. If your tax-exempt status changes it is your responsibility to notify charitybox.com, Inc. at the address below.

## **Parties' Responsibilities**

CharityBox.com shall provide a mechanism for accepting donations from donors and crediting the account of the corresponding charity. While we do our best to monitor things on our end we do not have access to the final destination of the donation which is your bank account. It is your responsibility to monitor your bank account and alert us to any problems. Likewise, while we have a system for monitoring our donation system on your website if your website is altered, it may affect the CharityBox.com system. You are responsible for monitoring your own website.

## **Prohibited Uses**

You shall not, and shall not authorize or encourage any third party to engage in any activity that is prohibited by law. CharityBox.com can not and shall not be responsible for policing your actions with regard to our system.

## **Confidentiality**

Your donor information will never be used for any purpose without your prior written consent.

## **Security**

CharityBox.com uses Secure Sockets Layer (SSL) online technology, which encrypts the data you provide. This means that sensitive information, such as your credit card number, becomes unreadable to anyone who wrongly intercepts the information. SSL is supported by all major Web browsers.

## **Publicity**

You agree that Charitybox.com may use your organization name and logo in presentations, marketing materials, website listings of customers and the like.

## **Representations and Warranties**

You represent and warrant that you are the duly appointed representative of the organization and that you have all necessary right, power and authority to enter into this agreement.

## **Intellectual Property**

You agree not to use any computer code, business process or other information you may come across in the course of using our system without prior approval from CharityBox.com.

Your Obligation to Indemnify. You agree to indemnify, defend and hold CharityBox.com, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Program, the Property(ies), and/or Your breach of any term of this Agreement.



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