

Summary of Terms

Please click [here](#) to review the full Terms of Use that governs your use of the platform. We encourage you to read the entirety of the [Terms](#) carefully, but we provide a summary of these terms below.

| | |
|--|--|
| 1. Authorized Uses | The Service and its contents are owned, controlled, or licensed by us, Raise Above. You may not copy, reproduce, download, or distribute the Service Content or claim any right to the Service. |
| 2. Prohibited Uses | You may not use the Service for any purpose except to provide a donation, set up a fundraising page, or as otherwise provided for here. This means you agree to not use it for marketing, advertising, or for any unlawful or harmful purpose. |
| 3. Registration & Access | To create a fundraising page for your minor, you will need to register for an account. You agree to provide only true, accurate, current, and complete information. And, you agree to keep your log-in information private. |
| 4. User Content | If you choose to provide content to us, such as by uploading a photo for your fundraising page, you agree that you have the rights and consents to upload this content. Please do not provide content that is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable. The content you upload belongs to you, but you agree to provide us with a license in order to use this content to provide you the Service. |
| 5. Acceptable Use Policy: Community Rules | <p>When using the Service, please exercise common sense and your best judgment. You agree to comply with the following Community Rules ("Rules"):</p> <ul style="list-style-type: none"> • User Content must be yours. • No pictures or images of anyone without permission. • Don't upload third party materials. • Keep it relevant. • Please show respect. • No commercial content. • Do not upload User Content that is inappropriate or illegal. • Be honest and do not misrepresent yourself or your User Content. • Don't damage the Service or anyone's computers. |
| 6. Note to Donors | If you provide a donation, you understand it is your responsibility to understand what your donation will be providing. Please contact us using the information below if you believe there is fraudulent activity on the Service. |
| 7. Reporting Copyright and Other Intellectual Property Violations | <p>You may not use the Service for any purpose or in any manner that infringes the rights of any third party. If you believe your rights have been infringed, please contact us by sending a notice to our copyright agent: Alex Berman Mailing Address: ATTN: Raise Above Fundraising LLC 9725 Woods Drive #2013, Skokie, IL 60077 (847) 363-2201 alex@raiseaboveit.com <i>NOTE: This contact information is for inquiries regarding potential copyright and other infringement only.</i></p> |
| 8. Social Distribution | The Service may allow you to send content to friends or post Service Content on a third party social media site. You agree not to make any statements on behalf of Raise Above. And, to not imply you and Raise Above are affiliated in any way. |
| 9. Linking Policy | You may link to this Service, but please do not do so in any manner that may cause Raise Above or others harm. |
| 10. Text Messaging Terms | If you choose to send your friends and family a text message, you agree you will obtain consent before doing so. And, only send text messages to your friends and family over the age of 13. |

| | |
|---|--|
| | If your friend or family sent you a text message, you can let them know to stop sending you messages or to text STOP to the message you received, and we will let them know they no longer have your consent. For additional help or to request more information, contact us. |
| 11. Unsolicited Ideas | Do not send unsolicited ideas, creative suggestions, or any related materials through the Service or to us. If you do submit such ideas, you grant us the right to use your idea without restriction. Raise Above owes you no obligation to your unsolicited idea unless you and Raise Above enter a written agreement to that effect. |
| 12. Content for Informational Purposes | We are not responsible if information made available on the Service is not accurate, complete or current. The material on the Service is provided for general informational purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary sources of information. |
| 13. Disclaimer of Warranties; Waiver | The Service and materials on the Service is provided “as is”, “as available” and “with all faults.” By accessing or using the Service you represent and warrant that your activities are lawful. |
| 14. Limitation of Liability; Waiver | You agree that under no circumstances will Raise Above be liable to you or anyone else for any loss, claim or damage of any kind. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. |
| 15. Indemnity; Waiver | You agree to indemnify, defend, and hold harmless Raise Above from and against any and all claims that arise from your use of the Service. You will cooperate as fully required by Raise Above in the defense of any Claim. |
| 16. Location of the Service | Raise Above controls and operates the Service from offices located in the United States. |
| 17. Access & Termination | Raise Above reserves the right to terminate your access to the Service or any of its features without notice and liability. At such time, you agree to immediately discontinue use of the Service. |
| 18. Arbitration Agreement | You agree that any dispute or claim relating in any way to your access or use of the Service, to these Terms, or to any aspect of your relationship with Raise Above will be resolved by binding arbitration, rather than in court, except as otherwise provided in the Arbitration section below. Please carefully review the Arbitration Terms below. You have the right to opt out of the provisions of the Arbitration Agreement by sending written notice of your decision to opt out by providing us written notice to the information listed in the Contact section below, within 30 days after you first access the Service. Your notice must include your name and address, the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. |
| 19. Governing Law | These Terms are governed by the internal substantive laws of Illinois. |
| 20. Miscellaneous | Severability. If any part of these Terms is held invalid or unenforceable, the remaining portions will remain in full force and effect. Waiver. Any failure on the part of Raise Above to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision. Force Majeure. Raise Above will not be liable for any delay or failure to perform, resulting from causes outside its reasonable control. Assignment. We may assign or delegate these Terms to any person or entity at any time with or without your consent. Entire Agreement. These Terms, alongside any Additional Terms, represent the final agreement between us. |

| | |
|--------------------------------|--|
| 21. Changes to Terms | We may update, change, or replace these Terms at any time by posting the Updated Terms on the Service. |
| 22. Contact Information | If you have any questions about these Terms, please contact us at: Attention: Legal Department Raise Above Fundraising LLC help@raiseaboveit.com |

Please review the full Terms below for additional information.

Raise Above Terms of Use

Effective as of: December 1, 2023

These Terms of Use (“**Terms**”) govern your use of our website and any other services owned or operated by Raise Above Fundraising LLC (“**Raise Above**”) that post a valid link to these Terms (the “**Service**”).

Please read these Terms carefully before continuing with your use of the Service. **If you do not agree with these Terms, do not use the Service.** By accessing and using the Service, you hereby acknowledge that you have read, understand, and agree to be bound by these Terms. Please also review the [Privacy Policy](#), which describes our practices regarding the collection, use, and disclosure of information collected through the Service.

When using particular features of the Service, in addition to these Terms, separate agreements with Raise Above may apply to your use of that feature or service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

ARBITRATION NOTICE: Except for certain types of disputes described in the ARBITRATION section below, you and Raise Above agree that disputes between you and Raise Above will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

Table of Contents

1. [Authorized Use of the Service and Service Content](#)
2. [Prohibited Use of the Service and Service Content](#)
3. [Registration & Access Controls](#)
4. [User Content](#)
5. [Acceptable Use Policy: Community Rules](#)
6. [Note to Donors](#)
7. [Reporting Copyright and Other Intellectual Property Violations; Digital Millennium Copyright Act \(DMCA\)](#)
8. [Social Distribution](#)
9. [Linking Policy](#)
10. [Text Messaging Terms](#)
11. [Unsolicited Ideas](#)
12. [Content for Informational Purposes](#)
13. [Disclaimer of Warranties; Waiver](#)
14. [Limitation of Liability; Waiver](#)
15. [Indemnity; Waiver](#)
16. [Location of the Service](#)
17. [Access & Termination](#)
18. [Arbitration \(“Arbitration Agreement”\)](#)

19. [Governing Law and Venue](#)
20. [Miscellaneous](#)
21. [Changes to Terms of Use](#)
22. [Contact Information](#)

1. Authorized Use of the Service and Service Content

You may use the Service and any materials included in or otherwise part of the Service (including past, present, and future versions, images and text, the domain name, source and object code, and the elements that make up its “look and feel”) (collectively, “**Service Content**”). Service Content are owned, controlled, or licensed by Raise Above, and are protected from unauthorized use, copying, and dissemination by copyright, trademark, patent, and other laws, rules, regulations, and treaties.

The Service Content may not be copied, reproduced, downloaded, or distributed in any way, in whole or in part, except with the express permission of Raise Above. You may visit the Service without further permission from Raise Above and Raise Above grants you a limited, personal, non-exclusive, non-commercial, revocable, and non-transferable license to view the Service Content and to use it to raise funds in alignment with any agreement.

You acknowledge that these authorized uses do not grant you any ownership or other rights in the Service or any Service Content.

2. Prohibited Use of the Service and Service Content

In addition to other prohibitions as set forth in the Terms, you may not:

- Use the Service or Service Content for any unlawful purpose or to solicit others to perform or participate in any unlawful acts, including to conduct fundraisers that are fraudulent, misleading, or dishonest.
- Use the Service or Service Content for any commercial purpose, such as marketing or advertising.
- Use the Service or Service Content surrounded by or on the same page as other content that presents false information about, disparages, tarnishes, or otherwise harms us or our products or services or may be construed as offensive, controversial, or otherwise objectionable.
- Imply that we or the Service are endorsing, sponsoring, or otherwise affiliated with any third-party or its products or services.
- Frame the Service or Service Content.
- Take any action that causes the Service or Service Content to stop working properly or that circumvents security of the Service or Service Content.
- Resell, copy, distribute, transfer, reverse engineer, disassemble, decompile, create derivative works of, or allow third-party access to the Service or any Service Content.
- Change or remove any author attribution, trademark, legend, or copyright notice or otherwise to infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- Except as part of standard use of a search engine or browser, download, monitor, mine, copy, or otherwise reproduce, store, or distribute the Service or any Service Content.
- Violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.

3. Registration & Access Controls

The Service may require account registration or may otherwise ask or require you to provide information to use Service features. When you choose to provide information to the Service, you agree to provide only true, accurate,

current, and complete information. You agree you will not sell or otherwise transfer your account or any account rights and that you will keep your account credentials confidential. Except to the extent prohibited by applicable, unwaivable law, Raise Above reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability to you or to any third-party. You acknowledge that Raise Above, in its sole discretion, may cease to operate the Service or features within the Service.

You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Service. You also agree to comply with all rules, laws and regulations that are applicable to your use of the Service, including, without limitation, those governing your transmission or use of any software or data. If you submit personal information to register for an account with Raise Above or to otherwise participate in any services, that information will be governed by the [Privacy Policy](#).

4. User Content

The Service may provide you the ability to submit content to us or post content publicly on the Service in connection with the Service, such as through your fundraising page or other interactive features, including, without limitation, photographs, writings, comments, and suggestions (collectively, “**User Content**”). Except as otherwise described in the posted Privacy Policy or other agreement on the Service where you provide your User Content, you agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned.

User Representations. You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms and grant Raise Above the license below. Upon Raise Above’s request, you will furnish Raise Above any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any User Content. We are and shall be under no obligation (1) to pay compensation for any User Content; or (2) to respond to any User Content.

Raise Above is not responsible for the substance of any User Content and such User Content does not necessarily reflect the views of Raise Above. We may, but are under no obligation to, monitor, edit or remove User Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms. We may remove or refuse to post any User Content for any reason in our sole discretion. You also acknowledge that the internet may be subject to breaches of security and should be aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to Raise Above.

License to Raise Above. You remain the owner of your User Content, but you acknowledge that Raise Above must have a license from you in order to accept your User Content. Accordingly, you grant to Raise Above an unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to host, use, copy, distribute, display, perform, modify, translate, store or otherwise exploit all or any portion of your User Content for any purpose whatsoever in all formats, on or through any media, technology or device now known or hereafter developed. You agree that Raise Above is free to use any ideas or concepts contained in any User Content for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and services, and creating informational articles, without any payment of any kind to you. You authorize Raise Above to publish your User Content in a searchable format that may be accessed by users of the Service and the internet. This may include User Content that you submit through our accounts on social media websites. To the fullest extent permitted, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

You acknowledge that Raise Above may be working on or developing material similar or the same in nature to your User Content and that Raise Above may have received similar or the same intellectual property rights from another party. Raise Above owes you no obligation connected to your submissions unless you and Raise Above enter into a written agreement to that effect. Any discussion or negotiations between you and Raise Above regarding your submissions does not constitute recognition of the novelty or originality of your User Content.

User Content Is Uploaded at Your Risk. You agree that Raise Above has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its and its licensees' rights to your User Content. Raise Above will not have any obligation to you with regard to User Content and Raise Above may or may not monitor, display, or accept your User Content and may delete it at any time. You are solely responsible for any User Content you submit and its accuracy. We take no responsibility and assume no liability for any User Content posted by you or any third-party.

5. Acceptable Use Policy: Community Rules

You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online activities.

When you contribute, upload, or otherwise provide User Content to the Service, you agree to comply with the following Community Rules ("**Rules**"):

- *User Content must be yours.* All User Content must be original with you and not be created with the help of any person or technology, not copied from someone else's work, and you must have all rights in the User Content; OR, all persons who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Service and elsewhere.
- *No pictures or images of anyone without permission.* If you choose to upload photos to the Service, link to embedded videos, or include other images of real people, make sure you have their express permission to post it.
- *Don't upload third party materials.* Your User Content should not contain any visible logos, phrases or trademarks or other third-party materials. Do not use any User Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the internet.
- *Keep it relevant.* Your User Content should relate to the content on the Service and should be intended to add to fundraising campaign on the Service.
- *Please show respect.* We ask all users to be respectful of others, and cursing, stalking, posting insulting comments, personal attacks, or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.
- *No commercial content.* Your User Content may not advertise or promote a product or service except those provided on the Service. You may not use your User Content to raise money for anyone or for a pyramid or other multi-tiered marketing scheme.
- *Do not upload User Content that is inappropriate or illegal.* Your User Content may not promote violence or any illegal activity. If you do upload or post User Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.
- *Be honest and do not misrepresent yourself or your User Content.* Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate,

misleading or that misrepresents your identity or affiliation with a person or company. You may not use a false e-mail address or otherwise mislead us or third parties as to the origin of any User Content.

- *Public forum.* User Content that you post on the Community will be accessible and viewable by other users. Do not post personal information that you do not want to have publicly accessible (e.g., full name, password, phone number, address, e-mail address or other personally identifiable information or contact information). Your User Content may not reveal another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature.
- *Don't damage the Service or anyone's computers.* User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Service or any computer system.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

6. Note to Donors

If you are using the Service to provide a donation, you understand and acknowledge that it is your responsibility to understand what your donation will be providing. Raise Above is not responsible for any lack of clarity in the language, offers, or content associated with the fundraiser you are donating to. Please contact us using the information below if you believe there is fraudulent activity on the Service.

7. Reporting Copyright and Other Intellectual Property Violations; Digital Millennium Copyright Act (DMCA)

You may not use the Service for any purpose or in any manner that infringes the rights of any third party. Raise Above encourages you to report any content on the Service that you believe infringes your rights. Only the intellectual property rights owner or person authorized to act on behalf of the owner can report potentially infringing content. **If you have a good faith belief that content on the Service infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below.**

In accordance with the Digital Millennium Copyright Act of 1998 (the "**DMCA**"), Raise Above has a designated agent for receiving notices of copyright infringement and Raise Above follows the notice and take down procedures of the DMCA. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Raise Above's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that any content on the Service violates your rights other than copyrights, please provide Raise Above with at least the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (c) an explanation of what rights you own/have and why you believe the content infringes your rights sufficient for us to evaluate your complaint; and (d) accurate contact information for you.

Please send your notice of claims of copyright infringement on or regarding the Service or other complaint regarding alleged violation of rights to Raise Above's copyright agent, who can be reached as follows:

Name: Alex Berman
Mailing Address: ATTN: Raise Above Fundraising LLC
9725 Woods Drive #2013, Skokie, IL 60077
(847) 363-2201 alex@raiseaboveit.com

NOTE: This contact information is for inquiries regarding potential copyright and other infringement only.

We have a policy of terminating the accounts of users who (in our reasonable discretion) are repeat infringers. It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

Raise Above will provide you with notice if your materials have been removed based on a third-party complaint of alleged infringement of the third party's intellectual property rights.

8. Social Distribution

Raise Above may allow you, but only through express written permission or via Raise Above-provided functionality on the Service, to engage in certain personal uses of Service Content that include the ability to share Service Content with others ("**Social Distribution**"). For example, the Service may allow you to send Service Content to friends or post Service Content on a third party web site. You understand that only Raise Above can make claims, promises or statements on behalf of Raise Above about its products and services and agree not to do so. You also agree that you will not imply that you and Raise Above are affiliated in any way or that Raise Above approves of your comments. We reserve the right to revoke our permission for Social Distribution at any time and for any reason and you agree to immediately cease Social Distribution upon notice of revocation and to comply with any terms we post in connection the Social Distribution of Service Content.

NOTICE TO THIRD PARTY SITES: Any Service Content made available in connection with your web page, social networking site, or otherwise is our exclusive property and no grant of any intellectual property rights is made by us. We retain the right to demand that you cease any use of our Service Content upon notice.

9. Linking Policy

While Raise Above grants you the revocable permission to link to the Service, any link to the Service: (a) must not frame or create a browser or border environment around any of the content on the Service or otherwise mirror any part of the Service; (b) must not imply that Raise Above or the Service are endorsing or sponsoring any third party or its products or services, unless Raise Above has given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Raise Above's sole opinion, harm Raise Above or its products or services; (d) must not use any Raise Above trademarks without the prior written permission from Raise Above; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Raise Above's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the Service, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Raise Above reserves the right to prohibit linking to the Service for any reason in our sole and absolute discretion. We may revoke our authorization at any time.

10. Text Messaging Terms

Raise Above permits you to send text messages to your friends and family. By sending a user a text message, you agree to these Terms as well as our [Privacy Policy](#), and understand you are responsible for obtaining consent to send your friends and family a message. When you use the Service to send a text message to a family or friend, you agree to only send such messages to users above the age of 13, and you acknowledge and authorize you have all necessary consents to send a message to that user. Message frequency will only be sent when you permit a message to be sent.

If your friend or family sent you a one-time message, you can let them know to stop sending you text or text STOP to the message you received and we will let them know they no longer have your consent. For additional help or to request more information, contact us. Raise Above and mobile carriers are not responsible or liable for any undue delays, failure of delivery, or errors in messages. Not all mobile devices may be supported and our messages may not be deliverable in all areas.

11. Unsolicited Ideas

Do not send unsolicited ideas, creative suggestions and/or any related materials through the Service or to us ("**Unsolicited Submissions**"). Raise Above does not accept Unsolicited Submissions, including, without limitation, in connection with television programs, websites or other products or services.

However, if you decide to submit any such Unsolicited Submissions, you automatically and irrevocably grant to Raise Above an unrestricted, unconditional, unlimited, worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right and license to use your Unsolicited Submission, including without limitation all patents, trademarks, service marks, trade names, trade identities, copyrights, trade secrets, logos, domain names, know-how, source code and object code, mask-work rights, inventions, moral rights, author's rights, algorithms, rights in packaging, goodwill and other intellectual property and proprietary rights whatsoever in your Unsolicited Submission. You further agree that, to the fullest extent permissible under applicable law, Raise Above, and its parent companies, affiliated entities, vendors, service providers, licensors, and suppliers, and the directors, officers, employees, affiliates, agents, contractors, interns, and other authorized representatives of each of them (collectively, the "**Raise Above Parties**") will have the unfettered right throughout the universe, in perpetuity, without any credit or compensation to you, to use, reuse, modify, alter, archive, post, translate, reproduce, distribute (through multiple tiers), publish, transmit, broadcast, display (whether publicly, digitally or otherwise), disclose, adapt, create derivative works based upon, perform (whether publicly, digitally or otherwise), develop, manufacture and use for advertising, marketing, publicity and promotional purposes, any of your Unsolicited Submission or portions of your Unsolicited Submission, and your name, voice, likeness and other identifying information, in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever including, without limitation, developing, manufacturing and marketing products. You acknowledge that Raise Above may be working on or developing material similar or the same in nature to your Unsolicited Submission and that Raise Above may have received similar or the same intellectual property rights from another party. Raise Above owes you no obligation to your Unsolicited Submission unless you and Raise Above enter a written agreement to that effect. If your Unsolicited Submission is subject to protection under intellectual property rights laws, you are responsible for seeking and securing any such protection that may be available to you. Any discussion or negotiations between you and Raise Above regarding your Unsolicited Submission does not constitute Raise Above's recognition of the novelty or originality of your Unsolicited Submission. You hereby waive (and consent to us performing any acts or omissions in relation to your Unsolicited Submission and associated materials that may be inconsistent with) any moral rights or other rights you may have in and to any of your Unsolicited Submission, even if the Unsolicited Submission or a derivative work is altered or changed in a manner not agreeable to you.

You agree and understand that the Raise Above Parties are not obligated to post or use your Unsolicited Submission submitted through the Service or otherwise, and may alternatively choose to discard or remove your Unsolicited Submission without any liability whatsoever. You further authorize Raise Above to publish your Unsolicited Submission in a searchable format that may be accessed by users of the Service and the internet. You agree that

Raise Above has no obligation to monitor or enforce your intellectual property rights to your Unsolicited Submission (except where and if required under applicable law) but has the right to protect and enforce its rights to your Unsolicited Submission.

12. Content for Informational Purposes

We are not responsible if information made available on the Service is not accurate, complete or current. The material on the Service is provided for general informational purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

13. Disclaimer of Warranties; Waiver

To the fullest extent permitted by applicable law, the Service and materials on the Service is provided “as is”, “as available” and “with all faults.” To the fullest extent permitted by applicable law, the Raise Above Parties:

- Disclaim all representations, warranties, endorsements, or conditions of any kind whatsoever, express or implied in connection with the Service and Service Content; Unsolicited Submissions, and/or security associated with the transmission of information to Raise Above or via the Service, including (but not limited to) any implied warranty of merchantability, merchantable quality, fitness for a particular purpose, durability, title, custom, trade, quiet enjoyment, non-infringement, system integration, and freedom from computer virus.
- Do not represent or warrant that the Service (or Service Content) will be uninterrupted, timely, secure, or error-free or that the Service or its server is free of viruses or other harmful components; that defects will be corrected; or that the Site or the server that makes the Service available is free from harmful components, including, without limitation, viruses. You agree that from time to time we may disable the Service for indefinite periods of time or shut down the Service at any time, without notice to you.
- Do not represent or warrant that the information (including any instructions) on the Service is accurate, complete, or reliable.

By accessing or using the Service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Service.

Unless required by law, and only to the extent required by law, we are not a party to, and do not monitor, any transaction between users and third-party providers of products or services. The Raise Above Parties do not endorse and are not responsible for Unsolicited Submissions.

14. Limitation of Liability; Waiver

To the fullest extent permitted by applicable law, you agree that under no circumstances will Raise Above be liable to you or anyone else for any loss, claim or damage of any kind (including, without limitation, any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages) arising out of or relating in any way, directly or indirectly, to: (a) the Service; (b) Service Content; (c) User Content; (d) your use of, inability to use, or the performance of the Service; (e) any action taken in connection with an investigation by Raise Above or law enforcement authorities regarding your use of the Service; (f) any action taken in connection with copyright or other intellectual property owners; (g) any errors or omissions in the Service’s technical operation; or (h) any damage

to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bug, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure, or any other technical or other malfunction, even if foreseeable and even if Raise Above had been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability, or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or destruction of the Service). In no event will Raise Above be liable to you or anyone else for loss, damage, or injury, including, without limitation, death, or personal injury.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

By accessing the Service, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and expressly waive, the benefits of any law of any state or territory which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

15. Indemnity; Waiver

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Raise Above, its past, present, and future affiliates and their respective officers, directors, shareholders, employees, agents, contractors, and representatives, from and against any and all claims, damages, investigations, liabilities, penalties, fines, costs, and expenses (including, without limitation, reasonable attorneys' fees) (collectively a "**Claim**"), that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your use of the Service or Service Content; (b) your content and materials, including (but not limited to) User Consent; (b) your breach (actual or alleged) or anticipatory breach of these Terms; (c) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (d) any agreement you have with a third-party; (e) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other rights of any person; (f) any misrepresentation made by you; or (g) Raise Above's use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and Raise Above. You will cooperate as fully required by Raise Above in the defense of any Claim. Raise Above reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any Claim without the prior written consent of a duly authorized employee of Raise Above.

16. Location of the Service

Raise Above controls and operates the Service from offices located in the United States. The information and content provided through the Service are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Raise Above to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

17. Access & Termination

Raise Above reserves the right to terminate your access to the Service or any of its features in its sole discretion, without notice and liability, including, without limitation, if Raise Above believes your conduct fails to conform to these Terms. Raise Above also reserves the right to investigate suspected violations of these Terms. Any violation of these Terms may be referred to law enforcement authorities. Raise Above retains the right to deny access to anyone at its discretion for any or no reason. Any provision of these Terms, which by its terms, ought to survive, will survive any termination of these Terms.

Raise Above also reserves the exclusive right to modify, withdraw, suspend, or discontinue, temporarily or permanently, at any time and from time to time, any Service Content, in whole or in part, including the cessation of all activities associated with the Service, with or without notice. You agree that Raise Above will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or any part thereof. Raise Above also reserves the right to charge for use of the Service, in whole or in part.

Upon termination of your access to the Service, or upon demand from Raise Above, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Service and Service Content.

18. Arbitration (“Arbitration Agreement”)

Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Service, to these Terms, or to any aspect of your relationship with Raise Above will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Raise Above may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). You agree that you must commence any arbitration or other claim within one (1) year after the dispute arises, otherwise the claim is permanently barred, which means that you will no longer have the right to assert a claim regarding the dispute. This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms or any prior version of this Arbitration Agreement.

If you agree to arbitration with Raise Above, you are agreeing in advance that you will not participate in or seek to recover monetary or other relief in any lawsuit filed against Raise Above alleging class, collective, and/or representative claims on your behalf. Instead, by agreeing to arbitration, you may bring your claims against Raise Above in an individual arbitration proceeding (except for any Batch Arbitration, as described below). If successful on such claims, you could be awarded money or other relief by an arbitrator. You acknowledge that you have been advised that you may consult with an attorney in deciding whether to accept this agreement, including this Arbitration Agreement.

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Process. To begin a claim, you must first send a letter describing your claim in detail, including your name and contact information, your legal claim, the specific facts giving rise to your claim. Your letter must include the date(s) and amount(s) of any relevant transaction or interaction with us and your requested relief. The letter must be sent to Attn: Legal Department, Raise Above Fundraising LLC legal@raiseaboveit.com. You and we agree to attempt in good faith to negotiate an informal resolution of your claim. If a resolution is not reached within sixty (60) days, you may commence an arbitration action as set forth herein. Subject to the arbitration provider's rules, your demand for

arbitration must clearly identify the claimant, the claimant's legal claims and specific requested relief and, if filed by legal counsel, proof of express authorization by the claimant to file the arbitration demand submitted with the arbitration demand. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Unless you and Raise Above agree otherwise, the arbitration will be conducted in the City and County of Chicago, Illinois.

Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted by telephone, based solely on written submissions, or by in-person hearing as established by the JAMS rules. Raise Above will be entitled to make an offer of judgment in the arbitration proceeding. If the offer of judgment is not accepted, and the award is not more favorable than the unaccepted offer, you will be solely responsible for all costs incurred by Raise Above after the offer of judgment is made to the extent permitted by applicable law. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Fees. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees, and you cannot obtain a waiver from JAMS, Raise Above will pay them for you. If the arbitrator determines the claims are frivolous, you agree to pay Raise Above's attorneys' fees and costs in the arbitration, to the extent permitted by applicable law.

Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Raise Above. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. You and Raise Above hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and Raise Above are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in (a) of this Arbitration Agreement above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Consolidated Actions. Except with respect to Batch Arbitration (as defined below), all claims and disputes within the scope of this Arbitration Agreement must be arbitrated on an individual basis and not on a class basis, only individual relief is available, and claims of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in the "Governing Law and Venue" section below.

You and Raise Above agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Raise Above within an approximately (60) sixty-day period (or otherwise in close proximity) regardless of the state(s) in which such claims are filed, JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that -- in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration -- (s)he may group demands for arbitration into groups of not fewer than fifty (50) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a "Batch Arbitration"). You and Raise Above agree (1) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a "similar nature" if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

30-Day Right to Opt-Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out by providing us written notice to: Attn: Legal Department, Raise Above Fundraising LLC legal@raiseaboveit.com within 30 days after you first access the Service. Your notice must include your name and address, your username (if any), the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Raise Above.

Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Raise Above makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Raise Above.

19. Governing Law and Venue

These Terms and any applicable Additional Terms shall be governed by the internal substantive laws of the State of Illinois, without respect to its conflict of laws principles, except to the extent that terms of service are affected by mandatory provisions of applicable law.

Except as otherwise provided in these Terms or applicable Additional Terms, you and Raise Above may litigate in the courts located in Chicago, Illinois to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within Chicago, Illinois, and you and Raise Above agree to submit to the personal jurisdiction of that court.

20. Miscellaneous

Severability. If any part of these Terms or applicable Additional Terms is held invalid or unenforceable, that portion of the Terms or Additional Terms will be construed in a manner to reflect, as nearly as possible, the original intention of the parties consistent with applicable law, and the remaining portions will remain in full force and effect.

Waiver. Any failure on the part of Raise Above to enforce any provision of these Terms or any applicable Additional Terms will not be considered a waiver of our right to enforce such provision.

Force Majeure. Raise Above will not be liable for any delay or failure to perform, resulting from causes outside its reasonable control, including, but not limited to, acts of God, epidemic, pandemic, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Assignment. We may assign or delegate these Terms, Additional Terms, and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms, Additional Terms, or Privacy Policy without our prior written consent, and any unauthorized assignment and delegation by you is void.

Entire Agreement. These Terms together with any applicable Additional Terms represent the final, complete, and exclusive statement of the agreement between us with respect to the subject matter hereof and supersede and merge all prior discussions between the parties with respect to such subject matter. As used in these Terms, "including" means "including without limitation."

21. Changes to Terms of Use

To the maximum extent allowed by applicable law, you agree that we may update, change, or replace these Terms at any time ("**Updated Terms**") by posting the Updated Terms on the Service so that they are accessible via a link on the home page or otherwise and that if you use any of the Service (or do some other act that we reasonably specify) after we have posted the Updated Terms, you agree to them. The Updated Terms will take effect when posted unless a later date is specified and will apply to your use of the Service from that point forward. Therefore, you should periodically review these Terms before using the Service.

22. Contact Information

If you have any questions about these Terms, please contact us at: Attention: Legal Department, Raise Above Fundraising LLC. legal@raiseaboveit.com