

# TERMS AND CONDITIONS

In using this website, you acknowledge that you have read and agree to the following terms and conditions:

The following terms apply to these Terms and Conditions, Privacy Statement and Disclaimer Notice: "Donor", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Donor and Company, or either the Donor or Company. All terms refer to the offer, acceptance and consideration of payment necessary to donate a contribution to the designated party.

## Privacy Statement

We collect personally identifiable information on a voluntary basis. We do not require you to disclose more information than is reasonably needed to participate in an activity on our sites, and credit card numbers are encrypted through our secured processor. We collect personally identifiable information primarily to e-mail updates and news, for entry into promotions and to notify subsequent winners, to send out brochures, etc. via regular mail to subscribers, and to respond to your questions or suggestions. We may share non-identifiable aggregate information about our users (for example, the % of male and female visitors to our sites) with advertisers, business partners, sponsors, and other third parties in an effort to customize or enhance the content and advertising on our sites for our users.

## Confidentiality

Donor records are regarded as confidential and therefore will not be divulged to any third party, unless legally required to do so to the appropriate authorities.

## Disclaimer of Warranty

The information on this website is provided on an "as is" basis without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or noninfringement.

Company further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. In

particular, you should be aware that this information may be incomplete, may contain errors or may have become out-of-date. Neither Company nor any of its affiliates shall be liable for any special, indirect, incidental, or consequential damages, including without limitation, lost revenues or lost profits, which may result from the use of these materials. Company may make changes to these materials, or to the products described therein, at any time without notice, but makes no commitment to update the information contained herein.

## **Payment**

All major Credit/Debit Cards are acceptable methods of payment. Company will issue a receipt for the donation via email to the Donor. This email will also contain a link to the savings discount website. Your donation amount less credit card processing fees is paid to the designated charity.

## **Cancellation/Refund Policy**

A notice of cancellation must be received by Company within three days of the donation date. Notification via email will be accepted. Go to the **Contact Us** page on the donation website to request a cancellation of donation. Please follow the cancellation policy of your credit card issuer as well.

## **Availability**

Unless otherwise stated, the services featured on this website are only available within the United States. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, however caused.

## **Links from this website**

Neither Company nor any of its affiliates shall have any responsibility of any nature whatsoever for other websites linked to this website, or any information contained

thereon, none of which has been verified or endorsed by either Company or any of its affiliates. Please be aware that we are not responsible for the privacy practices, or content, of these sites. This Company will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

## **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including, but not limited to, any Act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **General**

The State of Utah shall govern these terms and conditions. By accessing this website, you consent to these terms and conditions and to the exclusive jurisdiction of the State of Utah courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or

unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

### **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce these changes have been made on our home page and on other key pages on our site 30 days prior to these changes taking place.

Effective Date: May 2022