

Lift Up Terms of Service

This policy outlines the terms of service between you and Lift Up. This important agreement outlines several standard policies that allow us to run our website for you. If you have any questions about our terms of service, please contact us at info@liftup.com.

US and International Terms of Service

This Terms of Service Agreement (the "**Agreement**") is between you ("**you**") and Lift Up (together with our affiliates, service providers, and partners, "Lift Up," "we," and/or "us") and governs your use of the weliftup.org web site and successor web site(s) (the "**Site**"), including the materials and information posted on it, and the functionality that permits you to make donations, solicit donations, create registries, establish fundraisers, solicit donations for a project, or to use any other functionality offered through the website.

- 1. Acceptance of Terms and Supplementary Terms.** Lift Up operates the Site subject to this Agreement, including the [Privacy Policy](#) and any additional guidelines, rules, terms and conditions, or limitations applicable to specific components of the Site (each, a "**Supplementary Term**"), each of which is incorporated by reference herein.

By making a payment you acknowledge and agree that you are at least eighteen years of age, legally competent, and that you are entering into a legally binding contract with Lift Up governing your use of the Site, which contract includes all Supplementary Terms. If you are an individual accepting this Agreement on behalf of an agency or entity, you warrant that you have the legal right to accept this Agreement on behalf of such agency or entity and that the agency or entity will also be bound by this Agreement.

You acknowledge and agree that Lift Up retains control over the donated funds. In the event that (i) a project is retired or fully funded or (ii) Lift Up receives a check payable to Lift Up without reference to a specific project or campaign, the donated funds will be allocated to Lift Up's General Fund (GF). All undesignated donations from "Lifters" are all allocated to the GF. 100% of funds in the GF will be allocated to projects at the discretion of Lift Up, on an as needed basis for individual projects. (iii) If any donation exceeds the amount a project needs, the excess funds will be allocated to the selected project if the project is able to make use of

the additional support, otherwise the excess funds will be allocated to the GF and can be used at the discretion of Lift Up.

You acknowledge and agree that a printed version of this Agreement and/or any electronic communication from Lift Up shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement and/or your use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

2. **Amendment.** Lift Up reserves the right to modify this Agreement from time to time in its sole discretion by posting an announcement of such changes on the Site, along with the revised Agreement marked to show the date of last revision. By continuing to use the Site after such changes are posted, you acknowledge and agree to be bound by the Agreement as modified.
3. **Modification, Suspension, and/or Cancellation.** Lift Up reserves the right to modify the Site, and change, suspend, or discontinue providing all or part of the content or functionality of the Site in its sole discretion, with or without notice. You agree that Lift Up shall not be liable to you or to any third party for any such actions.
4. **Personal Information.** Lift Up's use of personal information collected from and about you in connection with your use of the Site is governed by our [Privacy Policy](#), (the "Privacy Policy"), and which is incorporated by reference into this Agreement as a Supplementary Term. By providing this personal information, subject to the terms of the Privacy Policy, you grant to Lift Up a perpetual, irrevocable, transferable, worldwide, royalty-free license to use, reproduce and store, such information in connection with the operation of the Site.
5. **User Credentials.** When you create an expression of interest, submit a project, or make a donation, you will be asked to provide certain personal information, such as your name and contact information.

You acknowledge and agree that:

- o You agree to provide accurate and truthful information, and to promptly update this information to reflect any changes;
- o You represent that you have all rights in the information necessary to provide it to Lift Up;
- o If you are accepting this Agreement as a representative on behalf of an agency or other entity, you represent that you have the rights to submit the registration information on behalf of that agency or other entity;
- o Lift Up will not be liable for any loss or damage arising from your failure to comply with this section; and

Accordingly, you acknowledge and agree that under no circumstances will Lift Up be liable for any loss or damage caused by (a) your reliance on user-posted Profile or Forum content; or (b) use or misuse by any Site user or third party of any user content that you post in connection with your Profile, on a Forum, or otherwise in connection with your use of the Site.

6. **Rules of Conduct.** Your use of the Site is expressly conditioned on your responsible and lawful participation in the Site community. Accordingly, and without limiting the foregoing:

You acknowledge and agree that:

- o Your use of the Site is conditioned on your compliance with this Agreement and all applicable laws, rules, and regulations, including without limitation, United States export controls, embargoes or other federal rules and regulations restricting exports.
- o Any information you provide in connection with your use of the Site must be true, accurate, and complete at the time provided, and you will maintain, update, and correct such information regularly.

You agree that you will not post, transmit, distribute, publish, use, or otherwise make available, through or in connection with the Site:

- o Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic, offensive, or otherwise objectionable, in all cases as determined by Lift Up in its sole discretion;
- o Anything that is protected by copyright, trademark, trade secret, right of publicity, moral rights, or other proprietary right without authorization from the rights-owner;
- o Any material that would give rise to criminal or civil liability; that encourages violence or other conduct that constitutes a criminal offense; or that encourages or provides instructional information about violent, offensive, or illegal activities;
- o Any hardware, software, equipment, virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that may: (a) harm Lift Up or invade, harm, disrupt or hijack the operation of the Site; (b) mislead or harm any third party; (c) monitor access to or use of the Site by others;
- o Any "lobbying" or "electioneering" materials within the meaning of the United States Internal Revenue Code of 1986, as amended.

You agree that you will not use the Site to:

- o Engage in fraudulent or unlawful activities of any kind;
- o Defame abuse, harass, stalk, threaten or otherwise violate the legal, privacy, publicity, or other rights of others;
- o Impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or assert or imply that Lift Up or any Site user endorses any statement you make;
- o Interfere with or disrupt the operation of the Site or any servers, hardware, or software used in connection with the Site;
- o Transfer or copy any protected material, content or information made available through any restricted portion of the Site to any non-restricted portion of the Site or to any public forum;
- o Restrict or inhibit any other person from using the Site.

You agree that you will not, without our express written consent:

- o Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, or for any purposes that are competitive with Lift Up, any element of the Site, including any information or materials made available on or through the Site;
- o Modify, adapt, translate, reverse engineer, decompile or disassemble any element of the Site;
- o Remove any copyright, trademark or other proprietary rights notice from the Site or any materials posted on or originating from the Site;
- o Frame or mirror any element of the Site;
- o Systematically download Site content to create a separate database;

7. **Grant of License to Lift Up.** Lift Up will not re-publish your Submissions outside the Site without your written consent. By posting a Submission, however, you grant Lift Up a perpetual, irrevocable, non-exclusive, transferable, royalty-free license to use, display, reproduce, distribute, modify, adapt, or sublicense such Submissions to operate the Site and to make it available to users as contemplated hereunder.

For each Submission, you represent and warrant that:

- o You have all rights necessary to post such Submissions, to grant the licenses granted hereunder, and to permit Lift Up to grant the necessary licenses to other Site users in accordance with your privacy preferences; and
- o Your posting of any Submission and your grant of rights in connection with any such Submission, complies with all applicable laws, rules and regulations and does not violate the rights of any third party.

8. **License.** Subject to your compliance with the terms and conditions of this Agreement (including, but not limited to, Section 7), Lift Up hereby grants to you a limited, non-exclusive, revocable license to access and use the Site and download and print the content and information on or made available through the Site (provided that you keep all copyright or other proprietary notices intact on such content and information), solely for your personal, non-commercial use. You may not republish such content or information on any other Internet, Intranet or Extranet site or incorporate the content or information in any other database or compilation. Any other use of the Site or content and information is strictly prohibited. Lift Up and its licensors reserve all rights not expressly granted in and to the Site and its content and information and all intellectual property rights therein (including the trademarks and service marks on the Site).

9. **Monitoring.** You acknowledge and agree that Lift Up may, in its sole discretion, but has no obligation to: (i) monitor any user-posted information or content (including Submissions); (ii) post, alter, remove, or refuse to post any user-provided content (including Submissions); and/or (iii) disclose the content of any Submission as well as any other information about such Submission or the circumstances surrounding the transmission, posting, or use of such Submission to you or any third party; in all cases as appropriate in Lift Up' sole discretion: to operate the Site; protect the rights and properties of Lift Up and third parties; to comply with

legal obligations or governmental requests; to enforce this Agreement; and/or for any other legitimate reason or purpose. Without limiting the foregoing, you acknowledge and agree that Lift Up is not responsible for screening, policing, editing or monitoring any such user content. If notified of allegedly infringing, defamatory, damaging, illegal or offensive conduct, Lift Up may investigate the allegation and determine, in its sole discretion, whether to remove or request the removal of such user content from the Site. However, Lift Up cannot ensure prompt editing or removal of questionable user content after online posting. Accordingly, Lift Up shall not assume any liability for user content or third party conduct, communication or information on the Site.

10. Links and Online Listings. From time to time Lift Up may post and/or may permit you, other Site users or third parties to post on the Site (a) links to third party sites ("Links") or (b) listings regarding the availability of relevant products or services ("Listings"). Such Links and Listings are provided subject to Section 14 below, and WITHOUT WARRANTIES OF ANY KIND, FOR USE AT YOUR OWN RISK. You acknowledge and agree that Lift Up does not control or endorse any information, products, or services made available via Links or Listings, and is not responsible for the accuracy, reliability, quality, or legality of any such information, products, or services. It is your responsibility to evaluate the information, opinions, advice or other content available through the Links or Listings, whether posted or provided by third parties or by Lift Up. Lift Up may remove any Links or Listings at any time for any reason or for no reason.

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11. Proprietary Rights. The Site and other information or materials made available through or used in connection with providing the Site are and shall remain the property of Lift Up and its licensors (including Site users) and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws; provided that you will retain ownership in your Submissions in accordance with Section 8. Except as expressly provided herein or permitted or otherwise authorized in advance by Lift Up in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on any element of the Site, including without limitation the Site itself or any Site content, or other materials made available through the Site.

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12. Limitations of Liability and Disclaimer of Warranties. THE SITE AND ALL INFORMATION, SERVICES, LINKS, OR OPPORTUNITIES FOR GIVING DESCRIBED AND/OR AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR, ALL RISKS ASSOCIATED WITH THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF ANY CONTENT OR SERVICES AVAILABLE ON OR THROUGH THE SITE OR ON OR THROUGH ANY LINK OR LISTING. LIFT UP DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE; PROJECTS, FUNDRAISERS, REGISTRIES OR OTHER OPPORTUNITIES FOR GIVING DESCRIBED, FEATURED, AND/OR AVAILABLE ON OR THROUGH THE SITE; THE USE OF DONATION FUNDS PROMISED OR PLEDGED; AND ANY CONTENT OR SERVICES AVAILABLE ON OR THROUGH THE SITE OR ON OR THROUGH ANY LINK OR LISTING, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

LIFT UP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (INCLUDING DETRIMENTAL RELIANCE), INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF INTELLECTUAL PROPERTY, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION IN CONNECTION WITH YOUR USE OR ANY OTHER PARTY'S USE OR MISUSE OF THE SITE, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF LIFT UP FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE \$100 US DOLLARS.

WE DO NOT GUARANTEE THAT THE SITE WILL BE OR REMAIN SECURE, COMPLETE OR CORRECT, THAT THE SITE, THE SERVER THAT MAKES THE SITE AVAILABLE, OR THE SERVICES ARE FREE OF ERRORS, VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS, OR THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED. THE SITE MAY INCLUDE INACCURACIES, ERRORS AND MATERIALS THAT VIOLATE OR CONFLICT WITH THIS AGREEMENT.

ADDITIONALLY, IT IS POSSIBLE THAT THIRD PARTIES MIGHT MAKE UNAUTHORIZED ALTERATIONS TO THE SITE.

13. **Indemnity.** You agree to defend, indemnify and hold harmless Lift Up and its respective successors, sponsors, employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers and members, from and against all claims, losses, costs and expenses (including attorneys fees) arising out of (a) your use of, or activities in connection with, the Site; (b) any violation of this Agreement by you or anyone using your User ID; (c) your violation of any rights of any other person or entity while using the Site.
14. **Termination.** This Agreement is effective until terminated. Lift Up, in its sole discretion, may terminate your access to or use of the Site and/or Services, at any time and for any reason or no reason, including if Lift Up believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Lift Up may immediately delete your personal information, and all related information and files associated with such credentials including, without limitation, your Submissions, and/or bar any further access to such information or files. You agree that Lift Up shall not be liable to you or any third party for terminating this Agreement and/or terminating your access to the Site. Nor shall Lift Up have any obligation to make information or files associated with the Site available to you after any such termination.
15. **Governing Law and Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of the District of Columbia, without regards to its principles of conflicts of law. You agree to exclusive jurisdiction by the federal and state courts located in the District of Columbia, and waive any jurisdictional, venue or inconvenient forum objections to such courts. Notwithstanding this, you agree that Lift Up may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
The Site is hosted and operated in, and made available from the United States. Lift Up does not represent or warrant that the Site or any element thereof is appropriate, available, or legal for use in any jurisdiction other than the United States. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.
16. **Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send Lift Up a notice requesting that we remove the material or block access to it. If you believe, in good faith, that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Lift Up a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA.
See <http://www.copyright.gov/> for details.
17. **Contact Us.** If you have any questions regarding the meaning of application of this Agreement, please send an e-mail to info@liftup.com. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

18. Miscellaneous. This Agreement does not, and shall not be construed to create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Lift Up. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and Lift Up relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Lift Up relating to such subject matter. Notices to you may be made via posting to the Site or by e-mail in our sole discretion. Lift Up will not be responsible for failures to fulfill any obligations due to causes beyond its control.