

Terms

Revised on: November 28, 2018

CrowdfundingGuaranteed, LLC and CrowdfundingGuaranteed.com (hereinafter, "CG") provides a Digital, Web Based Crowdfunding Platform and other Crowdfunding related services for its registered, Enrolled and Active Members, subject to the following TERMS (as amended from time to time, the "TERMS"). As an enrolled member in CG and using its digital Crowdfunding platform, you will have access to and the use of CG's fund-raising platform for a period of time according to the following TERMS. We reserve the right, at our sole discretion, to change or modify portions of these TERMS at any time. If we do this, we will post the changes on the CG members website and notify you by email.

Access and Use of the Platform

Platform Description: The Platform is offered as a platform to registered, enrolled or active members of the CG Platform, which may include Enrolled Members and Contributor Members (each defined herein) and other active members of the Platform (which may include enrolled or active members who simply "like" Fund Raising Activities or otherwise interact with the Platform or CG Services). Among other features, the Platform is designed to allow an enrolled or active member ("Active Member") to post a Crowd Fund Member Campaign ("Member Campaign") to the Platform to accept contributions from any person, organization or entity, including other active members wishing to contribute funds to the Member Campaign ("Contributors").

Charitable Giving: Member Campaigns are not charities to which you can make tax-deductible charitable contributions. However, in addition to the Platform described above, CG permits Active Members to contribute directly to charitable organizations ("Charities") through the Platform. You understand and acknowledge that CG is not a charity. If you or your organization would like to register and be listed as a charitable organization on the Platform, please contact support@CrowdfundingGuaranteed.com

The Platform: The CG Platform is a web based digital administrative facility that provides members with the ability to administer and keep record of their crowd fund and contributors. It is not a party to any agreement between an Active Member and a Contributor, or between any enrolled or active member and a Charity. CG is not a broker, agent, financial institution, creditor or insurer for any enrolled or active member, nor does it guarantee the success of any registered, enrolled, active or inactive member in their Crowdfunding endeavors. CG disclaims all liability in this regard to the fullest extent permitted by applicable law.

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

We do not and cannot verify the information that Enrolled Active Members provide, nor do we guarantee that the Contributions will be used in accordance with any fundraising purpose prescribed by an Active Member or Charity. We assume no responsibility to verify whether the Contributions are used in accordance with any applicable laws; such responsibility rests solely with the Active Member or Charity, as applicable.

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

Your Registration Obligations: You may be required to register with CG in order to access and use certain features and services of the Platform. If you choose to register you agree to provide and maintain true, current and complete information about yourself as prompted by the Platform' registration form.

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

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify CG of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you sign out from your account at the end of each session when accessing the Platform. CG will not be liable for any loss or damage arising from your failure to comply with this Section.

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

General Practices Regarding Use and Storage: You acknowledge that CG may establish general practices and limits concerning use of the Platform, including without limitation the maximum period that data or other content will be retained by the Platform and the maximum storage space that will be allotted on CG's servers on your behalf. You agree that CG has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Platform.

Mobile Platform: The Platform may include certain services that are available via a mobile device, including (i) the ability to upload content to the Platform via a mobile device, (ii) the ability to browse the Platform from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Platform"). To the extent you access the Platform through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Platform may be prohibited or restricted by your carrier, and not all Mobile Platform may work with all carriers or devices. By using the Mobile Platform, you agree that we may communicate with you regarding CG and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Platform may be communicated to us. We shall comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner.

Enrolled or active member Conduct: You are solely responsible for all Member Campaign descriptions, comments, videos, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or transmit or otherwise use via the Platform. The following examples shown in Section "A" below are the kind of content that are prohibited by CG. However, this list is not exhaustive and CG reserves the right to investigate anyone by engaging public and private organizations, including, but not limited to collection agents, private investigators, and local, state, federal and applicable international agencies, and take appropriate action against anyone who, in CG's sole discretion, violates any of the content or spirit of these TERMS (or the principles described in our preamble hereto), including, without limitation, removing the offending content, suspending or terminating the account of such violators, stopping payments to any such Member Campaign, freezing or placing a hold on donated funds when CG reasonably believes it to be required by applicable law, and reporting you to law enforcement authorities or otherwise taking appropriate legal action. Without limiting the foregoing, you agree to not use the Platform to:

1. establish or contribute to any Member Campaign with the implicit or express purpose relating to any of the following:
 1. any activity that violates any law or governmental regulation;
 2. content or Fund Raising Activities that are fraudulent, misleading, inaccurate, dishonest, impossible or imitating any other person or Crowd Fund Member Campaign (whether on the Platform or not);
 3. illegal drugs, narcotics, steroids, controlled substances or other products that present a risk to consumer safety or any related paraphernalia;
 4. knives, explosives, ammunition, firearms, or other weaponry or accessories;
 5. annuities, investments, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), debt collection or crypto-currencies;
 6. gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery) or sweepstakes;
 7. the promotion of hate, violence, harassment, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, or serious disabilities or diseases;
 8. activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority;
 9. ransom, human trafficking or exploitation;
 10. pornography or other sexual content;
 11. offensive, graphic, perverse or sensitive content;
 12. the defense or support of anyone alleged to be involved in criminal activity;
 13. offering monetary rewards, including gift cards;
 14. transactions for the sale of items; but the seller has control or possession of the item;
 15. collection of payments on behalf of merchants by payment processors or otherwise; or
 16. credit repair or debt settlement Platform.

B. transmit or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, "contests," "sweepstakes" and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; and (vi) in the sole judgment of CG, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or which may expose CG or its enrolled or active members to any harm or liability of any type; or

C. interfere with or disrupt the Platform or servers, or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform; or

D. harvest or collect email addresses or other contact information of other enrolled or active members from the Platform by electronic or other means.

Contributions: In order to contribute to a Member Campaign or to a Charity, a Contributor will be required to provide CG information regarding its credit/debit card or other payment instrument. You, as a Contributor, represent and warrant to CG that such information is true and that you are authorized to use the payment instrument. You agree that a certain minimum Donation amount may apply, and that all Donation payments are final and will not be refunded unless CG, in its sole discretion, agrees to issue a refund, in accordance with CG's TERMS. Contributor Members may make recurring Contributions, and in electing to contribute on a recurring basis, you, as a Contributor (i) agree to maintaining an adequate balance in your CG Wallet to pay the Contribution amount needed, and (ii) hereby authorize CG to draw down on your Wallet balance until you terminate such periodic payments, which can be done at any time by making a written request to: support@CrowdfundingGuaranteed.com. This would result in your account status to become "inactive".

Fees: CG charges an Active Member \$29 USD every 90 days for its Platform Fee. However, to help our Members get started, the Co-op will give the new Member a patronage refund of \$25 USD of their first \$29 USD quarterly Platform Fee in order to help them start with their first Tier 1 contributions. All subsequent Platform Fees will only come from their received contributions and will be used by CG for operating expenses.

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

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

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

Enrolled or active member Content Transmitted Through the Platform: With respect to the content, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Platform or share with other enrolled or active members or recipients (collectively, "Enrolled or active member Content"), you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such Enrolled or active member Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading any Enrolled or active member Content you hereby grant and will grant CG and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your Enrolled or active member Content in connection with the operation of the Platform or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any Enrolled or active member Content contains your name, image or likeness, you hereby release and hold harmless CG and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your Enrolled or active member Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your Enrolled or active member Content (including your name, image or likeness). Further, if any person (other than you) appears in your Enrolled or active member Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of CG in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Platform and submission of Enrolled or active member Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or CG's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Platform.

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

You acknowledge and agree that CG may preserve content and may also disclose content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests; (b) enforce these TERMS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of CG, its enrolled or active members or the public.

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

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

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

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

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

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

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

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

Third Party Websites/Platform

The Platform may provide or facilitate, or third parties may provide, links or other access to other sites, Platform and resources on the Internet. CG has no control over such sites, Platform and resources and CG is not responsible for and does not endorse such sites, Platform and resources. You further acknowledge and agree that CG will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or Platform available on or through any such site, service or resource. Any dealings you have with third parties found while using the Platform are between you and the third party, and you agree that CG is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify on demand and hold CG and its administrators, and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, any Donation or Member Campaign, any Enrolled or active member Content, your connection to the Platform, your violation of these TERMS or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction you waive any comparable statute or doctrine.

Disclaimer of Warranties

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

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

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CG NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF CG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORM RESULTING FROM ANY GOODS, DATA, INFORMATION OR PLATFORM PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CG'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID CG IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

Dispute Resolution by Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Most enrolled or active member concerns can be resolved quickly and to the enrolled or active member's satisfaction by emailing CG support at support@CrowdfundingGuaranteed.com. In the unlikely event that our enrolled or active member support team is unable to resolve a complaint you may have we each agree to resolve those disputes by arbitration, which is often cheaper, faster and less formal than a lawsuit in court.

Termination

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