

Terms Of Use Policy

This policy is effective since November 5, 2021.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

Thank you for visiting Pledge Garden. Pledge Garden is an online donor relationship management and crowd-funding platform that supports organizations with nurturing a stronger relationship their support base of followers, supporters, donors, and volunteers. These Terms of Use ("Terms") govern your access to, use of, and participation in the services made available by Pledge Garden, a subsidiary of Trustmarq Global Services, Inc. ("Pledge Garden," "we," "our," or "us"), including our websites, products, tools, promotions, and any other services that reference these Terms (collectively, the "Services"). By accessing or otherwise using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Services in any manner, and each of your heirs, assigns, and successors. If you use the Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

1 DEFINITIONS

"Event" means an orchestrated occurrence of activities conducted by representatives of our Customers (hereinafter "Subscribers")

"Campaign" means a cause, goal, or event for which a Subscriber seeks donations through the Services.

"Subscriber" means an individual or organization who creates or manages an Event, Campaign, and / or coordinate Volunteer Opportunities.

"Donor" means an individual or organization who donates to an Event or Campaign.

"User" means any individual or organization that utilizes or consumes Services, with or without creating a user account.

2 ELIGIBILITY

To use the Services you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, 13 years of age) and competent to agree to these Terms. If Pledge Garden has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

3 ADDITIONAL TERMS AND POLICIES

Please review our Privacy Policy , incorporated herein by reference, for information and notices concerning our collection and use of your information. Certain areas of and/or products on the Services may have different terms and conditions posted, which may require you to agree with and accept such additional terms and conditions or policies. If there is a conflict between these Services and the terms and conditions or policies posted for a specific area or product, the latter take precedence with respect to your use of that area or product.

4 MODIFICATIONS

We may, from time to time, modify these Terms. Please check this page periodically for updates. Any changes will be posted on the Services. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Services. The updated Terms will take effect after their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you, and except as provided in the Arbitration and Class Action Waiver section of these Terms. Your continued use of the Services after any such update constitutes your binding acceptance of such changes.

5 ACCOUNT REGISTRATION

You may be required to create an account to use the Services. You agree to provide us with accurate, complete, and current registration information about yourself. As applicable, if you are prompted to use a user ID or password, it is your responsibility to ensure that your user ID password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your account. We may assume that any communications we receive under your account have been made by you.

You are responsible for notifying us at support@PledgeGarden.com if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Pledge Garden will not be liable for any loss, damages, liability, expenses, or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and

regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses, and attorneys' fees incurred by Pledge Garden or a third party due to someone else using your account.

6 INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

The Services are owned and operated by Pledge Garden and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by Pledge Garden and its partners, as well as other sources, and is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. The Services are also protected as a collective work or compilation under U.S. copyright and other law and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by Pledge Garden and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Pledge Garden and such others. You agree to protect the proprietary rights of Pledge Garden and all others having rights in the Services during and after the term of these Terms and to comply with all reasonable written requests made by Pledge Garden or its suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You agree to notify Pledge Garden immediately upon becoming aware of any claim that the Services infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Services shall, as between you and Pledge Garden, at all times be and remain the sole and exclusive property of Pledge Garden.

7 USER CONTENT

User Content and Submissions

The Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as Events, Campaigns, photographs, questions, ideas, comments, and other content (collectively, "User Content") that may or may not be viewable by other users.

Our License to User Content

When you Post User Content on or through the Services, you grant Pledge Garden a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licenseable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, sell, lease, transmit, disassemble, and publish such User Content or feedback, in whole or in part, in any format or medium now known or developed in the future, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. Notwithstanding the foregoing, our use of your personal data shall be governed by the Pledge Garden Privacy Policy.

User Content Representations

You acknowledge and agree that all User Content that you Post is your sole responsibility. You further agree that you have all required rights to Post such User Content without violation of any third-party rights. You understand that Pledge Garden does not control, and is not responsible for, User Content, and that by using the Services, you may be exposed to User Content from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content may contain typographical errors, other inadvertent errors, or inaccuracies. You agree that you will indemnify, defend, and hold harmless Pledge Garden for all claims resulting from User Content you Post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

User Content Review

You acknowledge and agree that Pledge Garden and its designees may or may not, at Pledge Garden's discretion, pre-screen User Content Pledge Garden its appearance on the Services, but that Pledge Garden has no obligation to do so. You further acknowledge and agree that Pledge Garden reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any User Content that is contributed to the Services. Without limiting the foregoing, Pledge Garden and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Pledge Garden's sole discretion. You acknowledge and agree that Pledge Garden does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

8 LICENSE

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services only for your own use, and only in a manner that complies with all legal requirements that apply to you or your use of the Services. Pledge Garden may revoke this license at any time, in its sole discretion.

9 PROHIBITED USES

Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not:

1. Post User Content that is polemic, sectarian, or divisive in its nature;
2. Post User Content that supports violence or terrorism;
3. Post User Content that harasses, abuses, or threatens any other person, or that contains obscene content; is false, misleading, or inaccurate; degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or any other classification; is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy;
4. Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, or create derivative works from any content or other information contained on or obtained from or through the Services, by any means except as provided for in these Terms or expressly provided by Pledge Garden;
5. Scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly-available portions of the Services through a browser;
6. Violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
7. Post material that advocates illegal activity or discusses illegal activities with the intent to commit them;
8. Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, malware, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, "disabling," "lock out," "metering" device or any malicious code);
9. Post or do anything that could disable, overburden, or impair the proper working of the Services;
10. Post material that impedes or otherwise prohibits communication or disrupts user discussion;
11. Post, utilize or otherwise make available any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark or other proprietary notice contained on the Services;
12. Post any trade secrets or other confidential information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements;
13. Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody;
14. Solicit personal or sensitive information from other users for purposes not permitted by these Terms;
15. Send spam or other advertisements or solicitations, surveys, contents, pyramid schemes, promote commercial entities, or otherwise engage in commercial activity on or through the Services;
16. Frame, inline link, or similarly display the Services or any portion of the Services; or
17. Interfere with any other party's use and enjoyment of the Services.

Without limiting the foregoing, Subscribers represent and warrant that (1) all information provided in connection with an Event or Campaign or Volunteer requests is accurate, complete, and not otherwise designed to mislead, defraud, or deceive any User; (2) all donations contributed to a Subscriber's Event or Campaign will be used solely as described in the Event or Campaign; and (3) Subscribers will comply with all applicable laws and regulations, including laws and regulations from the jurisdictions from which a Subscriber solicits donations. Subscriber that share personal data with us further represent and warrant that they may share such personal data with us under applicable law without restriction.

10 NO ENDORSEMENT

Pledge Garden provides a crowd-funding platform that allows individuals or organizations to orchestrate events, campaigns, solicit volunteers, and raise money. We do not endorse any Events, Campaigns, donors, individuals, or organizations, and Pledge Garden is not a party to any agreements between or among our users or third parties. No agency, partnership, joint venture, or employment is created as a result of the Terms or any user's use of the Services. Pledge Garden does not engage in any solicitation activities. While Pledge Garden has the right to monitor Events or Campaigns and donations in accordance with these Terms and our Privacy Policy, Pledge Garden has no obligation to do so, and we do not make any representations about, confirm, or endorse any Events, Campaigns, Donors, individuals, or organizations. Nor does Pledge Garden make any representations about, confirm, or verify that donations will be used in accordance with any fundraising purpose set forth in a Campaign. By using the Services, you understand and agree that Pledge Garden is not responsible for the use of your donations or the amount of funds raised for your Event or Campaign.

DONORS ARE SOLELY RESPONSIBLE FOR ASSESSING THE VALUE AND APPROPRIATENESS OF CONTRIBUTING TO ANY CAMPAIGN. WE ENCOURAGE DONORS TO USE THEIR DISCRETION WHEN SUPPORTING CAMPAIGNS.

Though we have no obligation to verify that the accuracy of Events or Campaigns and the use of donations, we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a Subscriber is not raising or using the funds as stated in the Campaign, please alert us of this potential issue by emailing us at support@PledgeGarden.com.

11 USER DISPUTES

You agree that you are solely responsible for your interactions with any other user in connection with the Services and Pledge Garden will have no liability or responsibility with respect thereto. Pledge Garden reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services and any third party relating to the use of the Services.

12 PAYMENTS

Pledge Garden works with various payment providers to ensure we can send you funds in timely matter. We try as best as we can to screen initial acceptance with our payment providers but in some rare cases/times campaigns may not meet their risk appetite even after approval, we may have to refund donations in such cases. Although there are no platform fees, industry-standard payment processing fees apply for all refunds and these processing fees. Pledge Garden reserves the right to deduct these fees and provide remaining refund as appropriate. In cases where Donors are not charged the refund processing fees, it is the responsibility of the Subscriber to reimburse Pledge Garden for such fees.

Funds will be sent to Subscribers within 30 days after the successful completion of a Campaign barring any unforeseen circumstances such as (1) a possible violation of the Terms or any other law, rule, or regulation, (2) inaccurate information associated with the Event or Campaign or any donations which can delay the transfer of funds, or (3) delay based on Holds as set forth in the Account Suspensions section below.

Without limiting any other rights we have, we may refund all donations to an Event or Campaign if we have not received sufficient Campaign account information or accurate information to transfer funds within 30 days after the Campaign closes. Questions about refunds may be directed to us at support@PledgeGarden.com.

Perks and Incentives

Subscribers may be given an opportunity to offer goods, promotions, or services (“Perks and Incentives”) to Donors of their Events or Campaigns. Subscribers are solely responsible for delivering Perks and Incentives promised to Donors. Failure to provide Perks and Incentives to Donors as promised may result in a various penalties including but not limited to; reimbursement of Donors at the Event or Campaign’s expense, and suspension of accounts and current and future Campaigns by the Subscriber.

13 TAXES

Each Subscriber is responsible for determining what, if any, taxes apply to the donations received through the Services. Subscribers are responsible for assessing, collecting, reporting, or remitting the correct tax, if any, to the appropriate tax authority.

Pledge Garden makes no representation as to whether all or any portion of your donations, including, if any, transaction fees, are tax deductible or eligible for tax credits. Pledge Garden will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by any Donor. You should consult your tax advisor as to the amount of your donation that is tax-deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any donation in any relevant jurisdiction, and particularly if you are awarded Perks and Incentives in connection with your donation.

14 ACCOUNT SUSPENSIONS

From time to time, Pledge Garden may (1) place a hold on a Subscriber account, suspending the ability of a Subscriber to obtain donations made to the Event or Campaign and/or (2) place a hold of transfer of funds already raised (either or collectively a “Hold”). We may place a Hold (and refund all donations made to that particular Event or Campaign to the Member(s) who made such donations) if: (i) we have reason to believe (in our sole discretion) that information provided by a Subscriber is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) the funds available should be provided directly to a person other than the Subscriber (such as a legal beneficiary or person entitled by law to act on behalf of a Subscriber), (iii) we have reason to believe that an Event, a Campaign or a Subscriber has violated these Terms, or (iv) required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If you have questions about a Hold we may have placed on your Campaign account, or need information about how to resolve the Hold, please contact us at support@PledgeGarden.com.

15 LEGAL COMPLIANCE

You acknowledge, consent, and agree that Pledge Garden may access, preserve, and disclose your information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or

disclosure is permitted by Pledge Garden's Privacy Policy or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, our Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and/or (5) to protect the rights, property, or personal safety of Pledge Garden, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

16 WARRANTIES AND DISCLAIMERS

THE SERVICES AND ITS CONTENTS, WHETHER PROVIDED BY PLEDGE GARDEN, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, PLEDGE GARDEN DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICES IS FREE OF ERRORS; (ii) DEFECTS WILL BE CORRECTED, OR (iii) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL PLEDGE GARDEN OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT PLEDGE GARDEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT YOU DONATED TO THE CAMPAIGN TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A DONATION FOR AN EVENT OR CAMPAIGN, \$100.

If you are a California resident, you hereby waive California Civil Code §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." This release includes the criminal acts of others.

17 EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Section 17. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 17 specifically do apply to you.

18 INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD PLEDGE GARDEN AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, OR REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR VIOLATION OF THE TERMS OR PLEDGE GARDEN PRIVACY POLICY, YOUR VIOLATION OF AN APPLICABLE LAW, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

19 THIRD-PARTY LINKS AND SERVICES

The Services may provide (1) information and content provided by third parties; and (2) links to third-party websites or resources. Pledge Garden is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Pledge Garden shall 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 linked sites or resources. Your interactions with such third parties (including Subscribers) will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

20 COPYRIGHT CLAIMS

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, if you believe that your work has been copied in a way that constitutes copyright infringement and is displayed on the Services, please provide substantially the following information to our Copyright Agent (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

1. 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 your copyrighted work or other intellectual property that you claim has been infringed;
2. a description of where the material you claim is infringing is located on the Services (providing us with website URL is the quickest way to help us locate content quickly);
3. your address, telephone number, and e-mail address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. 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.

Our copyright agent can be reached as follows:

Pledge Garden, c/o Trustmarq Global Services, Inc., Attn: Legal Team, 2300 Lakeview Parkway, Suite 700, Alpharetta, GA 30009.

Please note that, pursuant to Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

21 MODIFICATION AND TERMINATION OF THE SERVICES

Modification of Services

Pledge Garden reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that Pledge Garden shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Services.

Termination

These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate, provided that any donations made prior to the effective date of termination will continue to be processed in accordance with these Terms. All provisions of the Terms which by their nature should survive, shall survive termination of services, including without limitation Sections 1 (Definitions), 3 (Additional Terms and Policies), 6 (Intellectual Property and Other Proprietary Rights), 7 (User Content), 10 (No Endorsement), 11 (User Disputes), 16 (Legal Compliance), 17 (Warranties and Disclaimers), 18 (Exclusions and Limitations), 19 (Indemnification), 22 (Modification and Termination of the Services), 23 (Arbitration and Class Action Waiver), 24 (Controlling Law and Severability), 25 (Feedback), and 26 (General Terms). Termination of your account may also include, at Pledge Garden's sole discretion, the deletion of your account and/or User Content.

22 ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Application

You and Pledge Garden agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 23 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to Campaigns and donations); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

Initial Dispute Resolution

Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at support@PledgeGarden.com, and provide a brief, written description of the dispute and your contact information (including your Campaign name, if your dispute relates to an Event or Campaign). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Pledge Garden, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration

If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in section 23(g) below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of Pledge Garden shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure

Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

Arbitrator's Powers

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Filing a Demand

To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 1201 W Peachtree, NW, Suite 2650, Atlanta, GA 30309; and (c) Send one copy of the Demand for Arbitration to us at: Pledge Garden, c/o Trustmarq, 2300 Lakeview Parkway. #700, Alpharetta, GA 30009.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Pledge Garden will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Pledge Garden will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Fulton County, Georgia, United States. You and Pledge Garden further agree to submit to the personal jurisdiction of any federal or state court in Fulton County, Georgia, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver

The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND PLEDGE GARDEN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception: Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to support@PledgeGarden.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of (a) the Effective Date of these Terms; or (b) your first date that you used the Services that contained any versions of the Terms that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Pledge Garden also will not be bound by them.

Changes to This Section

Pledge Garden will provide thirty (30) days' notice of any changes to this section by posting on the Services. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

Survival

This Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

23 CONTROLLING LAW AND SEVERABILITY

These Terms shall be construed in accordance with and governed by the laws of the State of Georgia notwithstanding its conflicts of law principles. Except for claims subject to mandatory arbitration, any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in the state or federal courts of Fulton County, Georgia, and you and Pledge Garden consent to the exclusive jurisdiction of such courts.

24. Feedback

By sending us any feedback, comments, questions, or suggestions concerning Pledge Garden or our services, including the Services (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Pledge Garden and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your account or the Services.

24 GENERAL TERMS

Force Majeure

Under no circumstances shall Pledge Garden be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

No Waiver

No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of Pledge Garden to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

Third-Party Beneficiaries/Relationship between the Parties

You agree that there shall be no third-party beneficiaries to these Terms. No agency or employment between you and Pledge Garden is created as a result of the Terms or your use of the Services.

Statute of Limitation

Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Miscellaneous

These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Pledge Garden and govern your use of the Services, and supersede any prior agreements between you and Pledge Garden on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Pledge Garden without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Pledge Garden. No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Notices

We may deliver notice to you by e-mail, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address: (1) Pledge Garden, c/o Trustmarq, 2300 Lakeview Parkway, Suite 700, Alpharetta, GA 30009; or (2) support@PledgeGarden.com .

25 CONTACT US

If you have any questions about these Terms, please contact us by email at support@PledgeGarden.com .