

# **TERMS AND CONDITIONS OF USE OF FUNDME.CO.IL AND FUNDME.ORG.IL WEBSITES AND SERVICES ("TERMS AND CONDITIONS")**

**Updated: 12/07/2017**

FundMe and Israel Torem Ltd. ("IT") (registration no. 514228766), operates [www.fundme.org.il](http://www.fundme.org.il) and [www.fundme.co.il](http://www.fundme.co.il) ("FundMe"). These are the general Terms and Conditions which govern the user's use of the Websites. Please read these Terms and Conditions carefully. If you do not wish to be bound by these Terms and Conditions, you should not continue to use or access the Websites.

These Terms and Conditions may change or be updated from time to time. FundMe remains your responsibility to access and check these Terms and Conditions whenever you access the Websites. The latest version of these Terms and Conditions will govern any future usage by you of the Websites. By registering for the websites, you are agreeing to these Terms and Conditions.

## **1. Introduction**

1. FundMe is a fundraising platform which allows fundraisers to raise money for social projects.

1.2 FundMe does not receive donations directly from donors. Rather, all donations made through the platform are processed and deposited directly into the fundraisers' PayPal accounts.

1.3 While FundMe acts to ensure the credibility and legitimacy of all social projects advertised on its platform, FundMe takes no responsibility for the fulfillment of any claims made by fundraisers, or that funds will be used exactly as the fundraisers claim.

## **Privacy Policy**

FundMe will:

2.5 Capture personal identifiable information comprising donor's name, title, address and email address ("Personal Identifiable Information") and protect and secure such information.

2.6 Abide by the instructions of all donors in respect of their personal information;

2.7 Provide the user with access to a secure, password-protected Account on the Websites where the user can view and download details of donations made, track and control recurring monthly donations.

#### *Site Maintenance and Miscellaneous*

2.8 Undertake general maintenance and upkeep of the Websites from time to time. During this period, the Websites shall not be available for use.

#### *Intermediary*

2.9 FundMe, as operator of the Websites, acts as an intermediary between the fundraiser and the individual users of the Websites and while the fundraiser and the individual user information resides on the Websites, fundraisers and individual users exercise editorial control over the content of such information. In the event that FundMe is made aware of or has knowledge of any unlawful activity or information on the Websites, FundMe shall act to remove or disable access to the information. FundMe shall not be liable to the user as a result of its role as intermediary.

### **3. FundMe User agrees that he/she shall**

3.1 Ensure that the content supplied by FundMe to FundMe for display on the Websites will not be in violation of any law or regulation or be defamatory, obscene or breach any intellectual property rights of a third party or breach any right or duty owed to a third party; And that all claims and information advertised on their FundMe campaigns are accurate and truthful.

3.2 Users agree to act to fulfill all claims and promises made to donors on their FundMe campaigns.

3.3 Permit FundMe to deduct a transaction fee, as detailed on the FundMe websites, from the funds that are held by FundMe in trust.

### **5. Rights**

All intellectual property rights in any material (including text, photographs and other images, trademarks and logos) contained in this Websites is either owned by FundMe or has been licensed to FundMe by the rights' owner(s) so that FundMe can use this material as part of its Websites.

### **6. Termination**

6.1 The User agrees that its use of the Websites is on an "as is" and "as available" basis and that its use of the Websites is at the user's sole risk. FundMe does not guarantee continuous uninterrupted or secure access to our Services and operation of the Websites may be interfered with by numerous factors outside of IT's control. On that basis, except as expressly set out in these Terms and Conditions, FundMe does not enter into conditions, warranties or other terms in relation to the Websites, to the extent permissible by law.

6.2 Subject to Section 7.1, in no event shall FundMe be liable (whether for breach of contract, negligence or for any other reason) for any loss or damage which the user may claim to have suffered by reason of its accessing and use of the Websites, including (but not limited to) loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

6.3 FundMe may change the format and content of the Websites from time to time. The user should refresh its browser each time FundMe visits the Websites to ensure that the user downloads the most up to date version of the Websites, including the latest version of these Terms and Conditions.

## **7. Confidential Information**

7.1 During the term of the user's membership and for a period of seven (7) years thereafter, the parties shall treat as strictly confidential all information about the other which has been acquired as a result of the use of FundMe's services and which is not in the public domain. No party shall use or disclose to any third party such information belonging to the other party without that party's prior written consent, except where required to do so by law. This Section shall survive termination of these Terms and Conditions.

## **8. Membership and Termination**

8.1 Membership on the websites begin with approval of registration, and continues until the user informs FundMe in writing of its desire to end its membership.

8.2 In addition to the rights of each party under Section 9.1 above, each party will have the right to terminate the user's use of and access to FundMe's services and the Websites with immediate effect by notice in writing when, and at any time after, the other party commits an act of default or commits any act

or threatens to do any act the direct result of which is to damage or is likely to damage the reputation of the other party.

8.3 FundMe may terminate the user's access to the Websites immediately in the event that the user breaches any of these Terms and Conditions.

8.4 FundMe in any event reserves the right to withdraw the Websites from public access at any time, at its complete discretion. FundMe also reserves the right to discontinue fundraising for any fundraiser at any time, at its discretion.

### **9. Suspension of Websites or the Services**

FundMe may, in its sole discretion, without liability to the user, suspend the operation of the Websites or the Services in full or in part at any time, for example but without limitation for repair or maintenance work or in order to update or upgrade the contents or functionality of the Websites from time to time.

### **10. Governing Law**

These Terms and Conditions are governed by Israeli Law and are subject to the exclusive jurisdiction of the courts of the State of Israel.

### **11. Notices**

Notices referred to above should be made in writing and sent by first class post to the addresses given in these Terms and Conditions. These Terms and Conditions represent the entire agreement between FundMe and the user for the use of the Websites and supersede any other representations made orally or in writing.

### **12. Third Party Rights**

A person who is not a party to these Terms and Conditions has no right under Israeli Law to enforce any term of these Terms and Conditions.

### **13. Refund Policy**

Donors may at any time and at their discretion, demand a refund of the funds donated to the fundraiser's fundraising campaign.

### **14. Tax-Deductibility**

14.1 If a fundraising campaign is created to benefit a non-profit organization located in the United States, Canada, or United Kingdom, donations will be processed through FundMe's national partners. In the US, our partner is

America Gives, Inc; In Canada it is Canada Charity Partners; In the UK it is UK Gives ("National Partners").

After donating, donors will receive a donation receipt, in the name of our National Partners, that may be tax-deductible for donors donating from those countries.