

MOBILECAUSE DONOR AND SUBSCRIBER TERMS

MAY 1, 2018

IN CONJUNCTION WITH AFFILIATES, MOBILECAUSE PROVIDES A WIDE RANGE OF FUNDRAISING AND COMMUNICATION SERVICES FOR NONPROFIT ORGANIZATIONS.

Please review the following terms and conditions that govern your use of our services, and note that your use of our services constitutes your agreement to these terms and conditions. In the event that you opt-in to an alert, advocacy or informational campaign with a MobileCause charity or organization, you will receive additional text messages from your selected organization.

You can unsubscribe or opt-out from receiving these messages in the future at any time by sending “STOP” to the relevant short code.

You can get help with any campaign at any time by texting “HELP” to the relevant short code. (41444, 51555, 71777, 85944, 80888, 27138, 91999, 808551, 806075, 805208, 50503, 40403, 30306)

You can opt-out or stop a campaign at any time by texting “STOP” to the relevant short code. (41444, 51555, 71777, 85944, 80888, 27138, 91999, 808551, 806075, 805208, 50503, 40403, 30306)

You can get information related to your campaigns by texting “INFO” to the relevant short code. (41444, 51555, 71777, 85944, 80888, 27138, 91999, 808551, 806075, 805208, 50503, 40403, 30306)

If you have any questions about any MobileCause verified campaigns or charities, you can always email us at support@mobilecause.com or call (866) 976-7999.

Credit and Debit Card Donations

MobileCause in conjunction with mBlox (collectively referred to as “MC”) enables and collects text donations from you through a credit card charge. This is charged upon a user entering their credit card information into an online web form, or over the phone. When you donate through a text message campaign through an MC short code (41444, 71777, 91999, 40403, 805208) you are also agreeing to these Terms and Conditions. Please review them carefully.

Message frequency is up to 3 messages per pledge. These messages are reminders to fulfill your pledge. If your pledge has already been fulfilled, you will not receive the follow on messaging.

If you do not agree with these terms, please do not confirm or continue your donation. Donations to your chosen charity are immediate and irrevocable.

Text Messaging

This SMS service is operated by MobileCause and supported by AT&T, Alltel, Boost, Cellular One Dobson, Sprint, Nextel, T-Mobile, U.S. Cellular and Verizon Wireless. MetroPCS supports messaging only. Messages and data charges may apply. Please contact your wireless carrier for pricing details if you have any questions regarding your plan’s specific rates. Message frequency may vary but you will receive no more than 4 messages per month per program. T-Mobile is not responsible for undelivered messages to Terms and conditions.

Tax Deductibility

Your donation is tax deductible when filed in conjunction with your paid wireless bill showing your donation. Please talk with your financial advisor to learn more about your donation.

Refunds

Gifts to your selected Charity are immediate and irrevocable which means the MC cannot cancel your donation. Please check with your wireless operator to learn more about their refund policy.

If you are receiving messages from short code 41444, 51555, 71777, 27138, 91999, 808551, 806075, 805208, 50503, 40403, 30306, 85944, or 80888, you may unsubscribe at any time by texting STOP, END, QUIT, CANCEL or UNSUBSCRIBE to 41444, 51555, 71777, 27138, 91999, 808551, 806075, 805208, 50503, 40403, 30306, 85944, or 80888 or by replying STOP to any message that you receive from 41444, 51555, 71777, 27138, 91999, 808551, 806075, 805208, 50503, 40403, 30306, 85944, or 80888. You may also unsubscribe by contacting us at (818) 296-0345. If you would like to receive help, please text the word HELP to 41444, 51555, 71777, 27138, 91999, 808551, 806075, 805208, 50503, 40403, 30306, 85944, or 80888. Message and Data rates may apply.

This page contains the terms and conditions (the "Terms and Conditions") for our Mobile Messaging. In order to use this service and the content provided within, you must agree to these Terms and Conditions. We reserve the right to change the Terms and Conditions at any time. Any changes to the Terms and Conditions or Privacy Policy will be posted on our web page. If you cannot or do not wish to abide by these Terms and Conditions, do not agree to the Terms and Conditions and do not proceed with use of this service.

MobileCause may terminate this Agreement or your account (or any part therein) at any time in our sole discretion. MobileCause reserves the right to change or discontinue any aspect or feature of the service at any time. You agree that we shall not be liable to you or any third-party for any termination or disabling of this service.

You agree to defend, indemnify and hold harmless MobileCause, and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of your use of the service.

You agree that use of our Mobile Alerts is at your own discretion and risk and that you will be solely responsible for any damage to your mobile device, any injury and/or loss of data that results from the use of our Mobile Alerts or from your inability to access or receive our Mobile Alerts.

These Terms and Conditions will be governed by and construed in accordance with the laws of California, without giving effect to the conflict of laws or provisions of California or your actual state or country of residence. Any dispute arising from these Terms and Conditions shall be adjudicated in the federal or state courts located in Los Angeles county of California. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by MobileCause.

Intellectual Property

The intellectual property rights, including but not limited to patent, copyright, trademark, service mark, trade name, trade dress, derivative works, moral rights, trade secrets, and proprietary information and technology, associated with the content and/or the website itself are owned or licensed by MC. Except as expressly provided herein, neither MC nor its licensors confers upon you by implication, estoppel, or otherwise, any license or right under any such intellectual property. No intellectual property ownership rights are or will be assigned to you. You agree not to infringe or challenge any of the intellectual property rights associated with services, content and/or website.

Indemnification

You agree to indemnify, defend, and hold MC and its respective officers, directors, employees, agents, representatives, and affiliates and (collectively, "Affiliates") harmless from any claim, action, or demand, and associated costs and expenses (including reasonable attorney's fees) arising out of your (or anyone using your password) Materials; use of the service, website; interaction with MC, charities, companies or organizations that advertise or solicit donations on the Website; violation of these Terms; or violation of any third party's intellectual property.

Disclaimer of Warranties

Except MC expressly provided otherwise in the terms, the website and service (including without limitation, all content, materials (and material linked thereto), advertisements, links, and emails) is provided to you “as is” and “as available” without warranty of any kind. MC does not guarantee or warranty the accuracy, legality, appropriateness, truthfulness, or other qualities of any materials or the related products, equipment, or services. MC hereby disclaims to the maximum extent permitted by law: all warranties either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and no infringement; and other warranties including but not limited to: uninterrupted use; availability of the website; lack of viruses, worms, trojan horses, or code that manifests contaminating or destructive properties; accuracy, completeness, reliability, timeliness, currency, or usefulness of any information provided on or through the website; and any duties of reasonable care, workmanlike effort or lack of negligence in connection with the website. MC is not engaged in the provision of legal, tax, or other professional advice or services and you agree that the website does not contain any legal, tax, or other professional advice.

Limitations

To the maximum extent allowed by law, you agree that neither MC, nor any of its affiliates will be liable to you and/or any third party for any direct, indirect, consequential, exemplary, special, punitive, or incidental damages (including but not limited to lost profits, loss of privacy, loss of data, deletion or failure to store email messages, damage to user computer systems) whatsoever that arise out of or are related to: the website (and your use of, or inability to use, the website); the modification, alteration, or termination of the website or your access to it; or any breach of these terms, even if MC has been advised of the possibility of such damages and even in the event of fault, tort, or strict or product liability. Any claims arising from the service or website must be brought within ninety (90) days of the date on which liability arose. Neither MC nor its affiliates are responsible for any violation of the privacy or other rights of any third party due to posting of voting information, which is the sole responsibility of the user posting such information.

MC including its charities and their third-party agents may present advertisements and promotional materials on or through the service. Your participation in any promotional event is subject to the terms and conditions associated with that event. Your correspondence or business dealings with, or participation in promotions of, any third-party advertisers on or through the service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third-party. You agree that MC shall not be responsible or liable for any loss or damage of any sort incurred as the result of your participation.

Modifications

MC may modify these terms at any time and for any reason without notice to you. All updates will be posted to this website, so please visit us regularly. Use of this service following a change to the terms constitutes agreement to the new terms. If you cannot comply with the amended terms, your only remedy is to cease any future donations.

Service, Warranties and Liability:

This service is available through the following wireless operators: AT&T, Nextel, Sprint, T-Mobile USA, U.S. Cellular, Cricket Communications, Cincinnati Bell, and Verizon Wireless. MC is not liable for any delays related to the transmission of any text messages, donations, alerts, etc. Delivery is subject to and dependent upon the applicable network operator. All services are provided “as is” with no warranties by MC or its agents, licensors, business partners, charities and/or suppliers (collectively the “MC Parties”). MC Parties expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Data obtained from you in connection with this SMS service may include your cell phone number, your carrier’s name, and the date, time and content of your messages. We may use this information to contact you and to provide the services you request from us. You understand and agree that you use the services and/or donate through MC at your own discretion and risk and that you will be solely responsible for any damages to your mobile phone, mobile phone service or computer system or loss of data that results from the download of such material or data.

When making a donation through MC service, a variety of personal information will be collected and shared with the organization to which you have designated your donation. MC and designated organization may send you additional messages. If at any time you wish to discontinue such messages, you may opt-out in accordance with these terms.

EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, MC DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER WHATSOEVER RELATING ALL MESSAGES, MATERIALS, CONTENT, SOFTWARE, DOCUMENTATION, TECHNOLOGY, SERVICES, AND DELIVERABLES PROVIDED BY ONE PARTY TO THE OTHER PARTY HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OF RESULTS, OF LACK OF NEGLIGENCE, OF A LACK OF VIRUSES OR ERRORS, AVAILABILITY, TIMELINESS, OR OF ACCURACY OR COMPLETENESS OF RESPONSES, ALL WITH REGARD TO ALL MESSAGES, MATERIALS, CONTENT, SOFTWARE, DOCUMENTATION, TECHNOLOGY, SERVICES, AND DELIVERABLES PROVIDED BY ONE PARTY TO THE OTHER PARTY HEREUNDER. THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NONINFRINGEMENT WITH RESPECT TO ANY MATERIALS, CONTENT, SOFTWARE, DOCUMENTATION, TECHNOLOGY, SERVICES, AND DELIVERABLES PROVIDED HEREUNDER.

You agree to indemnify and hold harmless MC and its agents, employees, representatives, licensors, affiliates, parents and subsidiaries from and against any and all claims, actions, demands, causes of action and other proceedings arising from or concerning your use of the service (collectively "Claims"), and to reimburse them on demand for any losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any Claims.

MC'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$5 OR THE AMOUNT PAID BY YOU FOR THE SERVICE AND/OR CONTENT THAT CAUSED SUCH DAMAGE. (USA ONLY) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO ALL ASPECTS OF THESE TERMS. UNDER NO CIRCUMSTANCES SHALL MC OR MC PARTIES, AS APPLICABLE, BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE.

Privacy Policy

MobileCause is committed to protecting the privacy of our customers donors. MobileCause does not sell, trade or rent personal information about our donors with third-party organizations. The donor data belongs to our customers and stored on our servers on their behalf.

Data Collection

MobileCause may collect personal data about donors for a number of reasons:

- to administer and maintain accounts relating to donations and MobileCause services
- to facilitate fundraising
- to communicate with donors and potential donors as requested by their customers
- to comply with legal and regulatory requirements.

Such personal information may include: name, address, phone number, e-mail address and credit card number when a donor voluntarily provides it to us. (In accordance with PCI compliance regulations, Credit Card information is collected but not stored.) In addition, MobileCause keeps a record of each donor's giving history. This information is kept on file for IRS purposes and is also used by MobileCause to analyze overall giving patterns in order and produce benchmark data.

Recognition and Reporting

Where appropriate, and with the knowledge and consent of the donor, MobileCause may publicly recognize the receipt and purpose of an individual gift for its customers through reporting. Data on donors and donation amounts may be aggregated and stripped of identifying information for reporting purposes without the explicit consent of the donors.

Safeguards

Office policies are in place to safeguard donor information, including:

- Physical measures, including locked filing cabinets and restricted access to offices
- Organizational measures, such as security clearances and limiting access on a “need to know” basis
- Technological measures, such as the use of passwords and encryption

Individual records are kept only as long as necessary to fulfill the purpose for which they were collected and to comply with applicable laws.

Opt-Out Policy

An individual may withdraw his or her consent to collection, use or disclosure at any time, subject to legal or contractual restrictions and reasonable notice. MobileCause makes reasonable efforts to keep donor files complete, up-to-date, and accurate. Donors who wish to access, update or correct personal contact information, remove themselves from our database or discuss a privacy concern MobileCause can contact the administration department at administration@mobilecause.com.

General

Promotions and Advertising. MC and/or its business partners may present advertisements and promotional materials on or through the service. Your participation in any promotional event is subject to the terms and conditions associated with that event. Your correspondence or business dealings with, or participation in promotions of, any third-party advertisers on or through the service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third-party.

You agree that neither MC nor its business partners shall be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on the service. These terms shall be governed by the internal laws of the State of California, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Los Angeles County, California or the United States Federal District for the District of Los Angeles to resolve any disputes arising under this Agreement. These terms contain the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the services hereunder shall be of no effect.

The failure or delay of MC to exercise any of its rights under these terms or upon any breach of this agreement shall not be deemed a waiver of those rights or of the breach. If any provision of these terms shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of these terms will remain in full force and effect.

The enumeration and headings contained in these terms are for convenience only and are not intended to have any substantive significance in their interpretation. Any correspondence, notice or request permitted to be given under or in connection with these terms and conditions or the subject matter hereof shall be sent by prepaid, certified, first class mail, or courier service with receipt of delivery obtained directly to MC addressed as follows:

Email: support@mobilecause.com

Phone: (888) 661-8804

Address: MobileCause, Inc.

27001 Agoura Road Suite 350A

Calabasas, CA 91301

MC may modify or terminate its services from time to time, for any reason, and without notice or liability to you, any other user or any third party. We reserve the right to revise these terms by updating this posting. Please review these terms from time to time so that you will be apprised of any changes. Use of this service following a change to the terms constitutes agreement to the new terms. If you cannot comply with the amended terms, your only remedy is to cease any future donations. MobileCause Inc. respects your privacy.

MobileCause (MC) does not sell, trade or rent your personal information to other companies or individuals.

MC may use information collected through its services and website for research and development purposes. However, such usage will not include any personally identifiable information in such research or analysis. We only use your information for its intended purposes. By completing the transaction, you give MC permission to provide your contact information to the charity(ies) you supported. If you do not wish to share any personal information with the charity, please contact us.

MC uses industry-leading Secure Sockets Layer (SSL) technology to keep your personal information as secure as possible. MobileCause Inc. will also use your information to provide you with a donation record and may occasionally send you updates about or from your favorite charities. If at any time you would like to correct and/or remove your information, please contact us at (888) 661-8804.

MobileCause Inc. complies with the Children's Online Privacy Protection Act (COPPA) and does not knowingly collect personal information from anyone under the age of 13.

Personal information collected by MC is stored in our secure database. MC has the right to divulge information as necessary to comply with any state and federal laws. This website contains links to third party websites. MC is not responsible for the privacy practices of these other websites. Each charity may also have its own privacy policy regarding donor information