

DONORELF TERMS OF SERVICE

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE GOVERN YOURSELF ACCORDINGLY.

1. Introduction

Thank you for visiting DonorElf. Please read these Terms of Service and our Privacy Policy carefully, as you must agree to both documents in order to have permission to use our Service. By using our Service, you are expressly acknowledging your intention to be bound by the terms and conditions of this Agreement.

2. Definitions

Throughout this Agreement, we may use certain words or phrases, and it is important that you understand the meaning of them. The list is not all-encompassing and no definition should be considered binding to the point that it renders this Agreement nonsensical:

“Agreement” refers to these Terms of Service;

“DonorElf” refers to our company, known as “Yoder Web Solutions, LLC”; our Site; our Service; or a combination of all or some of the preceding definitions, depending on the context in which the word is used;

“Service” refers to the services that we provide through our Site, including our Site itself;

“Site” refers to our website, www.donorelf.com;

“User” refers to anyone who uses our Service, including general visitors to our Site;

“You” refers to you, the person who is entering into this Agreement with DonorElf. To the extent that the party entering into this Agreement with DonorElf is an organization (e.g., a nonprofit corporation or business entity), “You” shall refer to that organization and the organization’s members who are the end User of the Service.

“We” or “us” refers to DonorElf, as defined herein.

3. How DonorElf Works

DonorElf provides an online portal for missionaries who raise their own financial support, so that they can easily see their donors and donations that have come in. The data for the donors and donations are uploaded from the mission organization’s accounting system, so the organization must integrate with DonorElf first before the missionary can use DonorElf.

Users can enter notes (including tasks and communications) about their contacts within the system, and this is saved so that the User can see it later. Such information is also used to generate reports for the User.

4. Eligibility

In order to use our Service, you must meet a number of conditions, including but not limited to:

- You must not be in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, DonorElf, and yourself. For example, if the Office of Foreign Assets Control prohibits conducting financial transactions with nationals, residents, or banks of your country, you must not use our Service.
- You must be the minimum age required to enter into a contract in the area in which you reside, and, in any event, must not be less than 18 years of age.
- You must, if signing up on behalf of an organization, be authorized by that organization to bind it to this Agreement and you are hereby binding both it and you to this Agreement.
- You must provide us with personal information, payment information, and other information that we deem necessary to provide you with our Service.
- You must properly report all income and contracts as required to the Internal Revenue Service and any other governmental entity that may require it. You acknowledge that DonorElf is not required to conduct your recordkeeping for you or to report any income information to the tax authorities.
- You must abide by the terms of this Agreement and any related agreement with DonorElf, including without limitation DonorElf's Privacy Policy.

5. Nature of Service

DonorElf acts as a portal for missionaries to enable them to track donations. However, unless otherwise stated by DonorElf, DonorElf makes no representations or warranties about the honesty or reliability of any missionary. You agree to hold DonorElf harmless for any liability relating to the acts or omissions of any User.

6. Rules of Use

You must not:

- Violate the laws of the United States, its states, or any foreign political entity having jurisdiction over this Agreement, whether or not the foreign political entity is a country or a subdivision (such as a state or province) or municipality (such as a city, town, county, or region) of a foreign country.
- Post or send anything violent, threatening, pornographic, racist, hateful, or otherwise objectionable according to the opinion of DonorElf.
- Infringe on anyone's intellectual property rights, defame anyone, impersonate anyone, or otherwise violate the rights of a third party.
- Hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of the DonorElf Site, Service, or its Users' computers.
- Use the content you submit for any reason other than personal use.
- Do anything else which could bring DonorElf into disrepute or violate the rights of any person.

7. Payment and Refunds

Payment can be made by means of credit card or check. Yoder Web Solutions, LLC will consider your request for a refund of your most recent payment if the Service fails to meet your reasonable expectations.

Additional terms surrounding payment, pricing and refunds may be published on our Site and communicated by us to you directly and are hereby incorporated into this Agreement by reference.

8. Chargebacks and Bounced Checks

Where a User conducts a chargeback against DonorElf or provides a check which is cancelled or for which there are insufficient funds for it to be honored, such User shall be liable to DonorElf for the full amount of the chargeback or check, as well as the reasonable attorneys' fees, collection agency fees, court costs, disbursements, and other expenses incurred by DonorElf in its enforcement of its rights under this section.

9. Our Copyright

You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on the Site. The Site and all intellectual property relating thereto shall at all times remain the exclusive property of DonorElf.

10. Trademarks

"DonorElf" is a trademark used by us, Yoder Web Solutions, LLC, to uniquely identify our Site, Service, and business. You agree not to use this phrase anywhere without our prior written consent. Additionally, you agree not to use our trade dress, or copy the look and feel of our website or its design, without our prior written consent. You agree that this paragraph goes beyond the governing law on intellectual property law, and includes prohibitions on any competition that violates the provisions of this paragraph, including starting your own competing business.

11. Revocation of Consent

We may revoke our consent for your use of our Service, or any other permission granted to you under this Agreement, at any time. You agree that if we so request, you must take immediate action to remove any usage of our intellectual property that you may have engaged in, even if it would cause a loss to you.

12. RELEASE AND HOLD HARMLESS; Representations & Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU AGREE THAT YOU ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICES, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THIS GLOBAL RELEASE OF LIABILITY, YOU AGREE THAT WE ARE ONLY LIABLE TO YOU FOR THE MINIMUM AMOUNT OF DAMAGES THAT THE LAW RESTRICTS OUR LIABILITY TO, IF SUCH A MINIMUM EXISTS.

YOU AGREE TO HOLD US HARMLESS FROM ALL DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU.

YOU AGREE TO HOLD US HARMLESS FROM ALL DAMAGES CAUSED BY ANY FRAUD, NEGLIGENCE, OR MISREPRESENTATION ON THE PART OF ANY MISSIONARY OR OTHER USER.

YOU AGREE TO HOLD US HARMLESS FROM ALL DAMAGES CAUSED BY ANY FAILURE ON THE PART OF A PAYMENT PROCESSOR TO DIRECT PAYMENTS TO THE CORRECT DESTINATION, OR ANY ACTIONS ON THEIR PART IN PLACING A HOLD ON YOUR FUNDS.

YOU AGREE TO HOLD US HARMLESS FROM ALL DAMAGES CAUSED BY ANY FAILURE OF THE GOODS OR SERVICES OF OUR COMPANY OR A THIRD PARTY, INCLUDING ANY FAILURES OR DISRUPTIONS, UNTIMELY DELIVERY, SCHEDULED OR UNSCHEDULED, INTENTIONAL OR UNINTENTIONAL, ON OUR WEBSITE WHICH PREVENT ACCESS TO OUR WEBSITE TEMPORARILY OR PERMANENTLY.

THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. NOTHING IN THE PROVISIONS OF THIS SECTION 12 SHALL BE CONSTRUED TO LIMIT THE GENERALITY OF THE FIRST PARAGRAPH OF THIS SECTION.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

13. Indemnity

You agree to indemnify and hold us harmless for any claims by you or any third party which may arise from or relate to this Agreement or the provision of our service to you, including any damages caused by your use of our Service, Site or acceptance of the offers contained on it. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we

may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.

14. Choice of Law

This Agreement shall be governed by the laws in force in the State of Nebraska. The offer and acceptance of this contract are deemed to have occurred in the State of Nebraska.

15. Dispute Resolution

A. Mediation

1. Any claim arising out of or related to this Agreement, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

2. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with any applicable Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Douglas County, Nebraska unless another location is mutually agreed upon. Agreements reached in mediations shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Arbitration

1. Any claim arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of A, above.

2. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Arbitration Rules of American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

3. A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

4. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration arises or at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

5. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

6. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

To the fullest extent permitted by law, you agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

16. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

17. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, DonorElf shall have the sole right to elect which provision remains in force.

18. Non-Waiver

DonorElf reserves all rights afforded to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

19. Termination & Cancellation

You may cancel your DonorElf account at anytime by sending an email to support@donorelf.com

We may terminate your access to our Site and Service at our discretion without explanation, though we will strive to provide a timely explanation in most cases. Our liability for refunding you, if you have paid anything to us, will be limited to the amount you paid for goods or services which have not yet been and will not be delivered, except in cases where the termination or cancellation was due to your breach of this Agreement, in which case you agree that we are not required to provide any refund or other compensation whatsoever and that we may seek additional remedies available at law or equity.

Under no circumstances, including termination or cancellation of our Service to you, will we be liable for any losses related to actions of other Users.

20. Assignment of Rights

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

21. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will e-mail you to inform you that there has been an amendment and update this page accordingly. Your continued use of our Service shall constitute your acceptance of any such amendments.

22. California Users and Residents

Pursuant to *California Civil Code* Section 1789.3, any questions about pricing, complaints, or inquiries about DonorElf must be addressed to our agent for notice and sent via certified mail to that agent. For our agent's most current contact information, please send a request to support@donorelf.com.

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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