

**Last Revised: January 24, 2018. The most current version of this TERMS AND CONDITIONS may be viewed at any time on the Family Tree Fundraising website.**

**Family Tree Fundraising: Terms and Conditions (hereinafter "Terms")**

I understand Family Tree Fundraising LLC, (hereinafter, "FTF") is a fundraising company and service provider and owns and operates ftree.com (hereinafter, "Site"). I understand my use of the Site acknowledges the acceptance of the Terms. I understand even though I send an agreement via the Site to FTF, our account will still need to be approved by FTF.

I understand that FTF may use PayThankYou LLC services to collect credit card payments for the products or service we choose to utilize for our fundraiser. I understand there is no charge to our organization for this service.

I understand we will be able to view reports for credit card payments made during our fundraiser by signing in to paythankyou.com with the username and password given to me by FTF. I further understand our invoice for the service or program we choose to use with FTF will be adjusted according to any payments received by FTF with respect to the PayThankYou services for our fundraiser. I understand FTF will generate an account credit for the amount of credit card payments received.

Reports provided by paythankyou.com are for your assistance in money collection during a fundraising event, membership dues collection, or similar activity. The intent of the report provided to you through the paythankyou site is to make this process easier. I understand that this report does not and cannot include all the activity that is processed through the paythankyou website. I understand reports do not contain any information in regards to refunds, credits, chargebacks (if any), or any transactions not made through the paythankyou website. I understand I will be informed of these transactions by FTF, and if any such transactions occur, I understand FTF will adjust our invoice accordingly.

During the payment process, supporters using the PayThankYou service will see a separate line on the payment screen that shows the Service Fee. I understand this service fee is paid by our supporters and that a portion of this Service Fee is paid to PayThankYou LLC from ProPay. I further understand our organization does not receive any portion of this service fee.

I affirm that I am duly authorized by my organization to make this binding agreement on behalf of my organization and agree if my title or authority changes in regard to our

organization, I will have my successor update account information by contacting FTF. If such change occurs, my successor acknowledges our organization will continue using FTF's service or program according to the terms of the agreement originally signed by me, and that my successor agrees to Family Tree Fundraising's Privacy Policy, and Terms and Conditions.

I understand our organization is responsible for the collection and payment of any sales or use tax due to state, local, or city government for any funds received by our organization through the FTF platform, according to state law if such tax is to be collected and paid.

I understand information we receive from FTF may be considered personally identifiable information (PII) and we will keep this information secure. I further agree that I and our organization will not sell, lease, or rent any information provided to us by FTF to any person or organization. We further agree not to share any information with any individual or organization unless it is to perform duties within the constraints and nature of this service and our fundraising activity.

I agree to keep our PayThankYou organization account and login information private, and shall only reveal the username and password and information contained within reports provided to us to those within our organization legally entitled to view it. Our organization understands it is our obligation to keep this information private and safe. WE AGREE TO HOLD FTF AND PAYTHANKYOU LLC HARMLESS FOR ANY BREACH OF CONFIDENTIALITY OF INFORMATION CAUSED ON OUR BEHALF.

Our organization UNDERSTANDS THERE IS ALWAYS A RISK OF PROVIDING INFORMATION OVER THE INTERNET AND HOLD FTF HARMLESS FOR ANY DAMAGE THAT COULD OCCUR IF INFORMATION IS LOST OR STOLEN. I understand that FTF does not store credit card numbers, and that this information is stored and secured by ProPay. ProPay meets all PCI DSS compliance requirements. I understand our organization will not receive or have access to our supporters' credit card information. I agree to keep all private information provided by our organization to FTF secure, as well as any private information provided to us by FTF or PayThankYou LLC.

I further understand our organization will be liable for and indemnify, defend, and hold harmless FTF and their respective employees, officers, directors, and agents against all claims, including claims made by third parties such as, but not limited to, our supporters for losses, damages, liabilities or expenses arising out of this Agreement and for all reasonable attorneys' fees and other costs and expenses paid or incurred by Family Tree Fundraising in the enforcement of the Agreement, including those resulting

from any transactions processed under the Agreement or any breach by our organization of the Agreement.

In no event will FTF have any liability to you, your organization, or any third party for any lost opportunity or profits, injury to any relationship, incidental, consequential, punitive or special damage, under any cause of action or theory of liability (including negligence), whether or not FTF has been advised of the possibility of such damage. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. FTF assumes no liability or responsibility for any errors or omissions in the content contained on this site.

THE SERVICES ARE PROVIDED "AS IS." WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND NOTHING CONTAINED IN THE TERMS WILL CONSTITUTE SUCH A WARRANTY. WE DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO THE PERFORMANCE OR ANY RESULTS THAT MAY BE OBTAINED BY THE USE OF THE SERVICES.

EACH PARTY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THE TERMS IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

The Terms and the Policies referenced and incorporated in the Terms may be amended, modified, or revised at any time. While we may notify you as the Terms are modified, it is your sole responsibility to review and maintain familiarity with the Terms, including any changes that may be made to the document, from time to time thereto, and you are bound by any changes. The amendments to the Terms will become effective and binding upon you immediately and contemporaneously as the amendments are published to our website (ftree.com). In the event you do not agree to the aforementioned amendments and do not wish to be bound by the terms and conditions thereto, you shall provide written notice to us by submitting to FTF at [info@ftree.com](mailto:info@ftree.com) providing your name, your current email address on file with us, and a statement that you do not agree to the new Terms. If you do not agree to the Terms of the amendment, your account will be terminated and closed after the terms of the Agreement you originally signed have been met. Notwithstanding the foregoing, all obligations and amounts due authorized by the Agreement you originally signed are still in effect until the terms of the Agreement have been met.

Notwithstanding anything in the Terms to the contrary, any claim or dispute under the Terms ("Dispute") shall be resolved exclusively in the Circuit Court of Clay County, Missouri and both parties hereto voluntarily waive their right to a trial by jury. For the

purposes of this paragraph, "Dispute" means any dispute, controversy, or claim arising out of or relating to the Terms, or the Agreement signed by you, negotiations leading to the Terms, or the Agreement, its interpretation, any act of any party related to the Terms or Agreement, or the breach, termination, applicability, or validity thereof.

The Terms, including, Family Tree Fundraising's **Privacy Policy**, the completed Agreement, and any amendment or supplement to the Terms or Agreement or other referenced agreements, all of which are incorporated into the Terms, constitutes the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded by this Agreement.

The Terms and Agreement will be governed by and construed in accordance with the laws of the State of Missouri, except where Federal law is applicable. **YOU AGREE THAT ALL PERFORMANCES AND TRANSACTIONS UNDER THIS AGREEMENT WILL BE DEEMED TO HAVE OCCURRED IN MISSOURI AND THAT YOUR ENTRY INTO AND PERFORMANCE OF THE TERMS AND AGREEMENT WILL BE DEEMED TO BE THE TRANSACTION OF BUSINESS WITHIN THE STATE OF MISSOURI.**

If any provision of the Terms or Agreement is held invalid, illegal, void, or unenforceable by reason of any judicial decision, all other provisions of the Terms and Agreement shall nevertheless remain in full force and effect. No course of dealing, delay, or failure to enforce any provision or exercise any right under the Terms or Agreement by us shall be construed as a waiver or estoppel of such provision or right, nor shall it amend the Terms or Agreement or affect the validity of the Terms or Agreement or curtail our ability to enforce such provision or exercise such right in the future. All waivers must be in writing and signed by us.

Both parties shall be deemed independent contractors and not considered an agent, joint venturer, or partner of the other.

Your electronic signature, including, without limitation clicking "Submit Agreement" or "Register" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. By signing and submitting an Agreement by mail, email, any electronic mean, or in person, you agree to the Terms. By clicking "Submit Agreement," you agree to the Terms and the terms of the Agreement, Family Tree Fundraising's **Privacy Policy**, and authorize your organization to use FTF services. You understand after accepting the Terms and submitting the Agreement that FTF will need to approve your account. You understand FTF reserves the right to refuse their services to any organization. You further understand FTF can terminate this agreement and relationship with you and your organization if any of the Terms or the Agreement are violated or if any fraud or misuse or misrepresentation of the services is made by you or upon your behalf.

By clicking "Submit Agreement," you further represent and warrant: (1) that all information in the Agreement or any other document submitted to us is correct and complete; (2) that you are at least 18 years of age; (3) that you have the authority to execute and perform the terms of the Agreement, and you are authorized to execute any documents and to take any action which may be required by us now or in the future.