

TERMS AND CONDITIONS

Last Updated: May 2024

Welcome to AlumnUSB!

You agree to be bound by these Terms & Conditions (the “Terms and Conditions”) by engaging in any of the following:

- By accessing or using the AlumnUSB website (the “Website”),
- By accessing or using any of the AlumnUSB Website together with all applications and other software made available by AlumnUSB in connection with such services (the “Services”), including making Contributions through the Website, or
- By receiving Contributions through the Website.

THESE TERMS & CONDITIONS SHOULD BE REVIEWED CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES. By accessing and using the Website or Services, or receiving Contributions, you, as a user of the Services (hereinafter referred to as “User”), signify that you have read, understand, acknowledge, and agree to be bound by these Terms & Conditions. You acknowledge that these Terms & Conditions are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged, including the use of the Website. You may not use the Website or Services and may not accept these Terms & Conditions if you are not of legal age to form a binding contract with AlumnUSB. If you do not agree to these Terms & Conditions, you may not use the Website or Services or receive any Contributions made through the Website. If you do not agree with all of the terms and conditions in these Terms & Conditions, you may not access or use the Services.

The Contributions through the Website are made to AlumnUSB (“Universidad Simon Bolivar Alumni Association of America, Inc”), a Massachusetts nonprofit, tax-exempt 501(c)(3) corporation, in accordance with these Terms & Conditions.

This Agreement is divided into the following sections:

1. Participation in the Services
2. Proprietary Rights
3. Acceptable Use
4. Disclaimers
5. Limitation of Liability
6. Right to Audit
7. Entire Agreement; Severability

1. Participation in the Services

AlumnUSB manages the Website which allows Users to make Contributions to Universidad Simon Bolivar Alumni Association of America, Inc for charitable purposes (“Contributions”), such Contributions to AlumnUSB which Users (each also referred to as a “Donor” and, collectively, “Donors”) directs how they wish their contribution used or distributed as further detailed below.

Donors understands that Contributions are specifically made to AlumnUSB (Universidad Simon Bolivar Alumni Association of America, Inc), a tax-exempt, IRC §501(c)(3) charitable organization. This includes cases in which you donate to AlumnUSB Permanent Programs, Emergency Fund, Projects Contests and Endowment and opt to pay the transaction fee so that the charities receive your full Contribution amount; in such cases your payment of transaction fees is part of your Contribution to AlumnUSB and will not be included in your Contribution to charities. You further understand that Contributions are transferred at intervals determined by AlumnUSB consistent with applicable law and these Terms & Conditions.

AlumnUSB is a public charity and receives contributions from individuals, corporations and others. CONTRIBUTIONS MADE TO AlumnUSB ARE IRREVOCABLE AND CANNOT BE RETURNED.

AlumnUSB:

- Establishes and maintains records for each Donor showing the Donor’s Contribution, and other transactions with respect to such Contributions, if any.
- Provides statements electronically available to the Donor.

DONORS ARE URGED TO CONSULT THEIR ATTORNEYS, ACCOUNTANTS OR TAX ADVISORS WITH RESPECT TO QUESTIONS RELATING TO THE DEDUCTIBILITY OF VARIOUS TYPES OF CONTRIBUTIONS TO ALUMUSB FOR FEDERAL AND STATE TAX PURPOSES.

1.1 Non-United States Donors.

Non-U.S. Donors and other Donors are may not be tax deductible, depending upon the laws of the country in which the Donor resides. Donors understand that they are solely responsible for determining the proper tax treatment for any contribution made utilizing the Services. AlumnUSB has not and will not provide any tax or legal advice to Donors in connection with any Contributions made. This Agreement does not attempt to define the tax implications of participating in the Services. Donors should consult with their own accountants, tax advisors and legal advisors. AlumnUSB does not provide the tax exemption related receipts of Contributions to non-U.S. Donors.

1.2. Contribution Records.

Records of each contribution Donors make are kept by AlumnUSB and, if Users has a registered account with AlumnUSB, will be made available to Users through our Website. AlumnUSB will issue acknowledgments of qualified U.S Contributions it receives through the site in accordance with Internal Revenue Regulations. By donating through the site, each Donor authorizes AlumnUSB to share his/her/its name and basic contact information, as well as the amount of the Contribution, with any non-profit fundraising software using the platform.

1.3 Automatic Contributions Feature; Auto-Contribution of Funds.

Without in any way limiting the earlier provisions of this Section 1, AlumnUSB may implement Service features pursuant to which a User may – in lieu of manually accessing his or her registered account to specify a Contribution or Contributions to make – establish account settings to automatically make Contributions based on the User’s prior instructions and without further direct input from the User, based on User-selected preferences and other business factors and parameters as may be determined by AlumnUSB in its sole discretion. To the extent a User chooses to activate the automatic contribution feature on the User’s registered account and, depending on

the particular preferences selected by the User, the automatic contribution feature will remain active until deactivated by either the User or AlumnUSB.

1.4 User Account Inactivity.

AlumnUSB welcomes its Users' active participation in the Services. However, there may be occasions when a User becomes "inactive" for an extended period of time – i.e., a User does not log in to his or her AlumnUSB account or there are no financial transactions made to such User's account. Should an account become inactive for a period of 24 or more consecutive months, AlumnUSB is not responsible for retaining records for terminated accounts beyond what is required under applicable laws.

2. Proprietary Rights

The AlumnUSB logo and other AlumnUSB graphics, logos, designs, page headers, button icons, scripts, names and branding are trademarks, service marks or trade dress of AlumnUSB ("AlumnUSB Marks"). AlumnUSB Marks may not be used in any manner not expressly authorized by AlumnUSB in writing, including, without limitation, as part of trademarks or domain names, or in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of AlumnUSB, or its licensors own and retain all proprietary rights in the Services and all content, material and information posted, uploaded, transmitted or otherwise shared by AlumnUSB thereon (collectively, "Content"). The Services contain the copyrighted material, trademarks and other proprietary information of AlumnUSB and its licensors. You may display and make limited copies of the Content (other than the AlumnUSB Marks) for your personal, non-commercial use in connection with your participation in the Services (except as provided herein), but you may not alter, modify, publish, distribute, publicly display or sell any Content or other such proprietary information, or otherwise copy, transmit or use any Content or other such proprietary information without the express, prior written permission of AlumnUSB.

You acknowledge, consent and agree that AlumnUSB may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information and usage history in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including without limitation intellectual property rights; (c)

enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of AlumnUSB, its users, or the public. Please see the Privacy Policy for more information regarding the use and disclosure of your information as part of the Services.

To file a notice of infringing material on the Services, please provide a notification containing the following details:

- Reasonably sufficient details to enable AlumnUSB to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
- Reasonably sufficient details to enable us to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
- Your contact information so that we can contact you (for example, your address, telephone number, email address);
- A statement that you have a good faith belief that the use of the material identified by you is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- Your physical or electronic signature.

Then send this notice to contact@alumnusb.org.

The Services contain (or you may be sent through the Services) links to other websites ("Third Party Sites"), as well as content, information, images, photographs, pictures and materials (including, without limitation, text, graphics, designs, music, sound, video, information and software) belonging to or originating from third parties ("Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by AlumnUSB. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by AlumnUSB. If User decides to leave the Website and access a Third Party Site, User Does so at its own risk and should be aware that our terms and policies no longer govern. User should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

3. Acceptable Use

You may access and use the Services for your personal, non-commercial use. The Services may not be accessed or used by you in connection with any other endeavors – commercial or otherwise – except as previously approved in writing by an authorized representative of AlumnUSB. Your access and use of the Services shall be in strict compliance with this Agreement, including, without limitation, AlumnUSB’s Privacy Policy, all other procedures and guidelines set forth on the Services and as part of the Services, as well as applicable law. You may not use the Services in any manner that could damage, disable, overburden or impair the Services other software, systems or equipment of AlumnUSB, any other User or any other person. AlumnUSB has the right to investigate and take appropriate legal action (including, without limitation, civil, criminal and injunctive redress) against any illegal and/or unauthorized uses of or exploitations of the Services, including collecting or harvesting (whether or not by automated scripts) the name, email address or any other personal or confidential information of any other User or any other person by electronic or other means for any reason, including, without limitation, the purpose of sending unsolicited email and unauthorized framing of or linking to the Services.

Although AlumnUSB assumes no obligation to monitor the conduct of any User on or off the Services, it is a violation of this Agreement to use the Services, or any information obtained from the Services, in order to: (i) harass, abuse, or harm another person (including, but not limited to, using profanity in messages or engaging in misleading communications), (ii) prevent or exclude others, who are using the Services in compliance with this Agreement, or (iii) contact, advertise to, solicit, or sell to any other User, or other person without their prior explicit consent.

AlumnUSB reserves the right at all times (but will not have an obligation) to restrict, suspend or terminate the participation of any User from the Services at any time, with or without prior notice.

4. Disclaimers

AlumnUSB is not responsible, and shall have no liability, for any liability, cost or expense you may incur in connection with the Services, whether caused by any User or other person or by any of the equipment or programming associated with or utilized in the Services. AlumnUSB is not responsible for the conduct, whether online or offline, of any User of the Services. With respect to the Services, AlumnUSB assumes no responsibility interruption, , delay in operation or transmission, communications line failure, theft or

destruction or unauthorized access to, or alteration of, any communications. Under no circumstances will AlumnUSB be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from any use of or participation in the Services, including without limitation any content posted, uploaded, submitted, transmitted or otherwise shared on the Services or any interactions between any Users of the Services, whether online or offline. AlumnUSB does not represent, warrant, covenant, guarantee or promise any specific results from use of the Services.

THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE SERVICES, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

AlumnUSB makes no representation or warranty, express or implied, with respect to any third party data provided to AlumnUSB or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose.

5. Limitation of Liability

You understand that any and all decisions made by you with respect to the Services are yours alone. AlumnUSB cannot and does not verify the accuracy of information from other Users. AlumnUSB shall not be responsible, or have any duty or obligation to, or liability for: (a) decisions or interactions resulting (directly or indirectly) from participation in the Services; or (b) any damages, costs, losses or expenses a User incurs as a result (directly or indirectly) of making a Contribution to AlumnUSB, directing a contribution to a distributee charitable organization, or as a result (directly or indirectly) of otherwise utilizing the Services or information received in connection with the Services. In addition, in no event will AlumnUSB be liable to you or any third person for any damages, costs, losses or expenses, including any lost capital, lost profits or special, incidental, consequential or punitive damages arising from your use of or participation in the Services, even if AlumnUSB have been advised of the possibility of such damages, costs, losses or expenses

6. Right to Audit:

During the Term of this agreement and for a period of two years after the Term, User reserves the right, upon reasonable notice to the AlumnUSB, to audit the records of AlumnUSB relating to the Services at a mutually acceptable time and location. In the event that the User designates an agent to perform such audit, User shall designate an agent who maintains no conflict of interest with AlumnUSB and is otherwise reasonably acceptable to AlumnUSB.

7. Entire Agreement; Severability

This Agreement, accepted upon your access, use or participation in the Services and further affirmed by becoming a User, contains the entire agreement between you and AlumnUSB regarding the use of the Services. This Agreement may not be orally amended. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Please contact us at contact@alumnusb.org with any questions regarding this Agreement.