

## Advise Us Fund Terms of Use Agreement

This Terms of Use Agreement (the "**Agreement**") is entered into by and between Advise Us Fund ("**AUF**") and the individual who is using the AUF Website ("**you**"). This Agreement is effective as of the date you first access the AUF Website (the "**Effective Date**").

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING THE AUF WEBSITE AS IT IMPOSES LEGAL OBLIGATIONS ON YOU AND ON AUF. BY USING THE AUF WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THE AUF WEBSITE.

1. **Your Agreement.** This Agreement governs your use of the AUF Website, and your participation in our charitable services (as defined below). By using the AUF Website, you are acknowledging that you have read and understood this Agreement and agree to be legally bound by it.

During the registration process for using the AUF Website (and from time to time as we may require), you may be required to click a "checkbox" or "I Accept" button confirming that you have had an opportunity to review this Agreement, and that you agree to its terms. Clicking this checkbox/button further confirms your agreement to be legally bound by this Agreement (and by our Privacy Policy [link], which is incorporated herein).

2. **Our Services: Overview.** The AUF Website is designed to educate donors about planned and donor advised giving and brings these techniques to grass roots charities ("**AUF Charitable Services**"). The AUF Website educates donors about the power of planned and donor advised giving and provides information about current and emerging trends in charitable giving.
3. **AUF Intellectual Property; Reservation of Rights.** AUF and/or its licensors hold intellectual property rights with respect to the AUF Website that powers the AUF Charitable Services. By way of clarifying example, and not by way of limitation, the (i) all AUF logos, tag lines, trademarks, and other indications of source and quality (whether registered or protected under the so-called "common law") (collectively, "Trademarks") are the intellectual property of AUF; (ii) Trademarks of other persons that appear on the AUF Website are the intellectual property of their respective owners; and (iii) all content available on or through the AUF Website including all information, artwork, text, video, audio, pictures, or other intellectual property found on the AUF Website, or embodied in the AUF Charitable Services, is the sole property of AUF and its licensors (or used under "fair use" principles") (items (i) - (iii) are collectively referred to as "**AUF IP**"). AUF and its licensors retain all rights with respect to the AUF Charitable Services and the AUF IP except those expressly granted to you in this Agreement. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material on the AUF Website.
4. **Code of Conduct.** As a condition to your use of the AUF Website and the AUF Charitable Services you agree to follow our Code of Conduct, set out below. Under this Code, you will not:
  - Access the AUF Website and AUF Charitable Services to develop or implement a product or service that will act as a substitute for or otherwise compete with the AUF Website or AUF Charitable Services.

- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Use the AUF Website to artificially generate traffic or page links to another website or for any other purpose not expressly allowed under this Agreement.
- Use the AUF Website in a manner that could disable, overburden, or impair the AUF Website or interfere with any other party's use and enjoyment of the AUF Website, such as through sending "spam" email.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the AUF Website.
- Use the AUF Website for any purpose that is unlawful or prohibited by this Agreement. For example, you will not use the AUF Website or AUF Charitable Services to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

## 5. Monitoring of Interactive Services; Removing Postings

- 5.1 Notice.** We expect each user of our AUF Website to act responsibly and to respect the rights of others. We seek to protect the integrity and security of our computing systems, and the right to protect our community of AUF users from claims or threats, such as those detailed in our Code of Conduct. Toward these ends, we reserve the right in our discretion (i) to monitor your use of the AUF Website, (ii) to restrict or foreclose access from certain Internet sites or other resources, and (iii) to take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our AUF Website will remain "private" or otherwise free of our review. Please refer to our Privacy Policy for a precise statement concerning your expectations of privacy.
- 5.2 Reports and Complaints.** If you believe that an AUF user has acted inappropriately, such as by violating our Code of Conduct, you may report your concerns either via the links we have included on the AUF Website, or by contacting us in accordance with Section 15 (Contact Us).
- 5.3 Revocation or Suspension of Use Privileges.** We reserve the right –with or without notice to you – to terminate or suspend your access to some or all of the AUF Website or Charitable Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct. You should also understand that our Code of Conduct is based in many instances on principles of state and federal law. Users who violate our Code of Conduct accordingly may be exposed under these state and federal laws to criminal charges, and civil liability to harmed parties for compensatory damages, attorney's fees, and other sanctions. AUF reserves the right at all times to disclose information it deems

necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

6. **Content Take Down Requests for Alleged Copyright Infringement.** AUF respects the intellectual property rights of others. If you believe that any activity taking place on the AUF Website constitutes infringement of a work protected by copyright, please notify AUF by contacting us in accordance with Section 15 (Contact Us).
7. **Warranty Disclaimer.** AUF does not promise that the AUF Website will be error-free or uninterrupted. The AUF Website and all the AUF Charitable Services are delivered on an "AS IS" and "AS AVAILABLE" basis. AUF does not warrant or represent that materials you download from the AUF Website will be free of viruses or other harmful features.

AUF DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE ON THE AUF WEBSITE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION ON THE AUF WEBSITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE AUF WEBSITE AND RELATED AUF CHARITABLE SERVICES IS AT YOUR SOLE RISK.

8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL AUF BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE AUF WEBSITE OR AUF CHARITABLE SERVICES.

You agree that injunctive relief shall provide you with a good and sufficient remedy for any complaints against AUF arising out of the AUF Charitable Services, and agree that you will not subsequently claim that such remedy or the remedy and damages limitations provisions of this Agreement has "failed of its essential purpose."

AUF users may decide to engage in offline activities together, perhaps due to the relationships they have developed online. You agree to release and hold AUF harmless from any and all losses, damages, rights, claims, and actions of any kind, either directly or indirectly, related to or arising from you participation in any such offline activities.

9. **Indemnity.** You agree to defend, indemnify, and hold AUF and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of this Agreement.
10. **Notification of Changes.** AUF will provide notification to you through the AUF Website if a change in the AUF Charitable Services has occurred, including but not limited to (i) changes to the terms of this Agreement, or (ii) changes to the AUF Charitable Services such as new or discontinued features. Any changes to this Agreement will not be retroactive, and you will be prompted to review and accept the revised terms before you can continue to use the AUF Website.

11. **General.** This Agreement shall be governed in all respects by the laws of Illinois without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Illinois. The parties further agree that any cause of action arising under this Agreement or our Privacy Policy shall exclusively be brought in such courts. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. AUF's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein set forth the entire understanding and agreement between AUF and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.
12. **Duration of Rights.** You will continue to enjoy your rights and to owe obligations under this Agreement until you no longer use the AUF Website, and you cease to use the AUF Charitable Services.
13. **Duration of Terms; Survival**
- The following provisions shall survive the termination of these Terms and shall apply indefinitely:
- Section 3 (AUF Intellectual Property; Reservation of Rights)
  - Section 7 (Warranty Disclaimer)
  - Section 8 (Limitation of Liability)
  - Section 9 (Indemnity)
  - Section 11 (General)
  - Section 13 (Survival)
14. **Relationship to Privacy Policy.** This Agreement must be read in conjunction with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent this Agreement conflicts with the terms of our Privacy Policy, the terms of our Privacy Policy will control.
15. **Contact Us.** If you have any questions about this Agreement, or your dealings with **AUF**, please contact us at: [insert address]