

# Terms and Conditions

## Agreement between User and Otterfund LLC

1. **Agreement:** This Agreement constitutes a legally binding contract between you and Otterfund LLC doing business as Elefundo. You may be referred to as "User" "Customer" "Member" or as "You" throughout this Agreement. The [www.otterfund.com](http://www.otterfund.com) and [www.elefundo.com](http://www.elefundo.com) websites (the "Site") is comprised of various web pages and mobile device applications operated by Otterfund LLC doing business as Elefundo ("Otterfund"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). By clicking on the "I Agree" button, you agree to all of the Terms outlined herein. Please read these terms carefully, and keep a copy of them for your reference. You may print a copy of these Terms and Conditions [here](#).
2. **About Otterfund:** Otterfund is a professional fundraising and lead generating for-profit company which owns and operates the Site with intent to generate money for qualified law-abiding non-profit organizations, schools, teams, organizations and other individuals in need. Otterfund has five primary ways to raise funds:
  - a. First, through straight credit card donation ("Donations");
  - b. Second, through generating and selling leads to businesses ("Leads");
  - c. Third, through online affiliate shopping links (the "Applications");
  - d. Fourth, through event ticketing ("Events");
  - e. Fifth, through silent auctions ("Auction") (collectively the "Services").

Otterfund enables individuals and companies representing charitable causes, events, platforms, etc. ("Fundraisers") to use the Site and its associated Services to raise money to benefit causes ("Otterfund Campaigns") by encouraging others ("Supporters") to participate in their Otterfund Campaigns by using the Services.

3. **Your Responsibilities:** In accordance with the terms and conditions contained herein, you agree:
  - a. to be bound by the terms and conditions set forth herein;
  - b. comply with the Privacy Policy in the form set forth [here](#);
  - c. comply with any technical specifications, rules of operation or security procedures set forth by Otterfund from time to time on the Site.

From time to time Otterfund may revise or modify these terms and conditions by posting the revised terms and conditions through a link on the Site. While we will endeavor to provide notice to you of any changes to the pricing or other financial terms of these terms and conditions, whether or not we provide notice to you, you will be bound by the revised terms and conditions for all subsequent uses of this

Site after such modifications have been made. If you do not agree to any of the terms and conditions set forth herein, you may not use this Site.

4. **Otterfund Responsibilities:** In accordance with the terms and conditions contained herein, if you are a User, Otterfund will perform, and You authorize Otterfund to provide as Your agent and on Your behalf, the following services:
  - a. **Transmit Funds:** Be paid and process online donations (Donations) made by Supporters to designated Otterfund Campaigns through the Site and Services.
  - b. **Privacy:** Comply with the Privacy Policy.
  - c. **Trust:** Hold the funds received through online Donations in a non-operating bank account.
  - d. **Fees:** Remit funds to the designated Otterfund Campaign electronically to the bank account of the Otterfund Campaign, less (A) a services fee of \$0.70 plus two percent (2%) not to exceed \$17.95 on any given Donation; (B) a service fee of \$0.70 plus two percent (2%) not to exceed \$17.95 on each ticket sold for an Event; (C) a service fee of \$0.70 plus two percent (2%) not to exceed \$17.95 on each auction item purchased in an Auction; (D) the fees as outlined on the Site for each Lead form of donation; and (E) the fees outlined on the Site for each purchase made through an Application. Such fees are subject to change at any time at the discretion of Otterfund.
  - e. **Thank You:** Send a thank you email and transaction receipt to Supporters. Otterfund also automatically generates and sends a series of emails to Fundraisers and Supporters to assist them in more effectively using the Site. Otterfund will make available to nonprofit users (i.e. an individual authorized by a nonprofit organization whose Supporters use the Site to raise money for such organization through an Otterfund Campaign), online reports identifying, where available, the name, address, email and transaction accounting details of the individuals or entities that have made online contributions to their organization through a Service along with the amount of the online contribution.
5. **Becoming a User:** By enrolling as a User of Otterfund, or by utilizing any of Otterfund's Services, you agree to be bound by this Agreement. You must be a User to start an Otterfund Campaign, receive donations for an Otterfund Campaign, or make donations through the Services as a Supporter. Enrollment as a User is simple: you must provide an email address, address, and other information to identify yourself so Otterfund can inform you when money or other rewards are credited to your account, or the account of your Otterfund Campaign, and so Otterfund can actually credit your account. Users must be at

least eighteen years old and agree not to use the Services for any illegal or fraudulent activity. Please be aware that participation in the Services and the opportunity to earn money for your Otterfund Campaign are offered at the sole discretion of Otterfund, and Otterfund has the right to change this Agreement in whole or in part, at any time, with or without notice.

6. **Subscription Service:** The Services available through Otterfund may be purchased as a subscription through the website. You agree to be bound by the terms of the subscription service your purchase as outlined on the website (Subscription Service). In addition, all funds paid by you as part of the subscription service shall be nonrefundable. You shall have access to the services outlined in your Subscription Service at the price outlined on the website. Any additional services you wish to use on the Site shall be purchased and received pursuant to the terms of this Agreement.
7. **Donations:** Donations are straight credit card donations of a specific amount to a designated Otterfund Campaign. The amount of donations to the Otterfund Campaign designated by you are charged on your credit card and paid to, and processed by, Otterfund or its affiliates on such Otterfund Campaign's behalf. Any payments of donations are final and non-refundable. The donations will be held in a non-operating bank account until such time as Otterfund forwards the donations to the Otterfund Campaign or payee of funds. Otterfund forwards donations to the Otterfund Campaigns or payees at intervals as determined by Otterfund and the Otterfund Campaign or payee. The donations are made available as soon as Otterfund deems the transaction complete at its sole discretion. Your donations to the Otterfund Campaign designated by you will be net of fees as designated in Section 4 above. This fee structure is subject to change from time to time at the sole discretion of Otterfund.
  - a. **Valid Credit Card:** Users agree not to use an invalid or unauthorized credit card in making transactions on the Site. Once a donation is made, the transaction is final and not subject to dispute unless unauthorized use of the Supporter's payment card is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules.
  - b. **User Responsibility:** If you are a Supporter or an Otterfund Campaign, you are solely responsible for ensuring that you have selected the correct organization to fundraise for or donate to. All donations to Otterfund Campaigns are made as unrestricted gifts and may not be specified for any particular purpose.
  - c. **Transactions:** Otterfund only pays and/or makes a donation once a transaction is deemed accepted and complete by Otterfund. As such, when you offer to donate, open an Otterfund Campaign, or otherwise contract with Otterfund for Services, such transaction is not complete until

Otterfund deems it accepted and completed.

- d. **Your Warranty of Payment:** When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third party credit card updating services to obtain current expiration dates on credit cards. Furthermore, donations or other payments made by credit card may be charged a processing fee which may vary but shall not exceed 4% of the total transaction. Such amounts are charged in addition to the percentage paid to Otterfund for facilitating the donation. Credit card purchases made on third-party sites are subject to the charges and fees associated with that third-party site. Members and Otterfund Campaigns shall be responsible for the taxes based on its net income or gross receipts.
  - e. **Link to Third-Party Payment Source:** When you create an Otterfund Campaign, you must link your Otterfund Campaign to your PayPal, WePay, Stripe or other Otterfund approved payment processing account where donations made to your Otterfund Campaign may be deposited. You are solely responsible for any costs or fees associated with the use of your PayPal, WePay, or other account.
  - f. **Potential Taxes:** Any campaign that receives donations via purchases made through third-party sites may be subject to federal and state income taxes and fees. Otterfund shall provide each Otterfund Campaign with the appropriate tax documents to document the income earned by that Otterfund Campaign from purchases from third-party sites.
8. **Leads:** Otterfund contracts with certain businesses to provide them leads of potential clients or customers. When such leads frequent or purchase from those businesses, the businesses make a donation to a designated Otterfund Campaign. By attending, visiting, or purchasing from a Lead business, you authorize that business to make a donation to the Otterfund Campaign to which such business is a Supporter. Such donation amount is identified on the Site. You further authorize such business and Otterfund to exchange your identifying information to ensure donations are made to the proper Otterfund Campaigns and for other purposes as Otterfund deems appropriate.
- a. **Transaction Complete:** A transaction will be deemed completed at Otterfund's sole discretion; nevertheless, a transaction cannot be complete until the Fundraiser clicks on the appropriate link in an email confirming that such Fundraiser accepts the donation and until the Lead/Supporter clicks on an email confirming that it intends to make a donation pursuant to the terms outlined on the Site.

- b. **Frequency of Payment:** Money shall be charged to each Supporter/Lead no more than one time each week. The Supporter/Lead agrees to be charged as frequently as one time each week for donations which are confirmed prior to such time.
9. **Applications:** Earning back a portion of your purchases as a donation to your Otterfund Campaign ("Cash Back") is straightforward. Choose a store, product, coupon or other link displayed on Site, click the accompanying shopping link to be directed to an affiliated store's website ("Affiliate Store"), and complete a purchase to earn Cash Back on purchases made 'in-store' or at a limited number of stores by presenting a coupon from Otterfund at time of check out.
- a. **Identification:** Such stores and coupons are clearly identified on the Site. Specific Cash Back amounts vary by store and product category and are provided in detail at the Site. Please note that the net purchase amount excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties.
  - b. **Exclusions:** Certain Affiliate Stores exclude a limited number of products and purchases from the Services. Otterfund does its best to minimize and maintain an up-to-date list of exclusions on the Site. Additionally, to earn Cash Back, you must complete your purchase during the same shopping session you start after clicking the link on the Site.
  - c. **Limitations:** If you visit other sites before completing your purchase or use coupons not provided by Otterfund, your purchase might be associated with a service other than Otterfund and your Otterfund Campaign might not earn Cash Back on your purchase. If you disable 'cookies' on your computer you will not be able to earn Cash Back as cookies are used to authenticate the user and be certain Cash Back is assigned to the proper Otterfund Campaign account.
  - d. **Payment:** To receive payment of accrued Cash Back and any other rewards, you must establish and maintain Your account with Otterfund with the information necessary to process your payment: a valid email address at which are you able to receive email, a valid postal address at which you are able to receive mail, your first and last name, and a password to protect your account. To maintain Your account, you must update your information if it changes and have shopped via the Site or have accrued Cash Back at any time within the last twelve (12) months. Otterfund pays its Fundraisers' Otterfund Campaigns accrued Cash Back and other rewards upon request after sixty (60) days max. Fundraisers may select or change their payment options, and their respective charity, at the Site. Each payment represents Cash Back and other rewards earned and accrued during the prior quarter based on the schedule below. The minimum payment amounts is \$10.00. Balances below \$10.00 remain in

your account for potential payment during the next payment period.

i. Purchase Period	Availability Date
Jan. 1 - Mar 31	May 15
Apr 1 - Jun 30	Aug 15
July 1 - Sept 30	Nov 15
Oct 1 - Dec 31	Feb 15

- e. **Delay of Payment:** Please note that orders from a few Affiliate Stores may be delayed by one pay cycle due to delayed processing and reporting by the stores. We do our best to expedite payments and to maintain a list of stores whose practices might delay our ability to pay Cash Back on your purchases. Otterfund reserves the right to delay payment for any purchase based on changes to Affiliate Store policies and procedures at any time. Furthermore, a transaction is not deemed complete until such time as Otterfund deems it complete in its sole discretion.

10. **Events:** Through the Services, Otterfund provides a simple and quick means for registered Fundraisers to create event registration, speaker profile, organizer profile, fundraising and other webpages related to their events, to promote those pages and events to visitors or browsers of the Services and to sell tickets and registrations (or issue free registrations), solicit donations and sell merchandise related to those events to users who wish to make purchases, registrations or donations from or to such events (including to free events).

- a. **Your Use of Event Service:** Otterfund hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable (except to sub-Users registered via the Services), revocable (in accordance with Section 19 of these Terms), limited right to access and use the Services solely for the purposes of (a) browsing the Services and searching for, viewing, registering for or purchasing tickets or making donations to an event that is registered on the Services; and/or (b) if you are a Fundraiser, creating event registration, speaker profile, organizer profile, fundraising and other webpages with respect to, and promoting, managing, tracking, and collecting sales proceeds for, an event, in each case (i) in compliance with these Terms; and (ii) to the extent permitted under all applicable local, state, provincial, national and other laws, rules and regulations. Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly (A) copy, modify, reproduce, translate, localize, port or otherwise create derivatives of any part of the Services; (B) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by

applicable local, state, provincial, national or other law, rule or regulation); (C) rent, lease, resell, distribute, use the Services for timesharing, service bureau or other commercial purposes not contemplated by this paragraph or otherwise exploit the Services in any unauthorized or unintended manner; (D) remove or alter any proprietary notices or labels on or in the Services; or (E) engage in any activity that interferes with or disrupts the Services. Any rights not expressly granted in this paragraph are reserved.

- b. **Access:** You may access and create an event through our Services. For clarity, any access to or use of the Services and the events themselves shall be deemed to be part of the Services and subject to the Terms. This right to access and use the event service may be revoked in accordance with Sections 14 and 27 of the Terms and Otterfund may discontinue or modify the Services as set forth in Sections 3 above and 35 below.
- c. **Listing Service and Limited Agent:** Otterfund is not the Fundraiser or owner of the events listed for sale or registration on the Services. Otterfund provides the Services, which allow Otterfund Campaigns and their Fundraisers to list and promote their events, but all sales are made by the respective Otterfund Campaign listed on the applicable event page. In the event that an Otterfund Campaign has elected to use Otterfund's payment processing service, Otterfund also acts as the Otterfund Campaign's limited agent solely for the purpose of using its third party payment providers to collect payments made by Supporters on the Services with respect to an event and passing such payments through to the applicable Otterfund Campaign/Fundraiser. It is the Otterfund Campaign's and the Fundraiser's sole obligation to ensure that any event page posting on the Services and the nature and conduct of the underlying event meet all applicable local, state, provincial, national and other laws, rules and regulations, and that the goods and services described in any event page posting are actually delivered in a satisfactory manner.
- d. **Payment Method:** As an Otterfund Campaign or Fundraiser, you may select your preferred payment processing method for your event, provided, that once you sell the first ticket to an event you may not change the payment processing method for that event. As a Supporter, you will be using whatever payment processing method the Otterfund Campaign or Fundraiser of the applicable event has selected. If the Otterfund Campaign has selected a payment processing method, if such option is available, that uses a third party to process the payment, then neither Otterfund or any of its third party payment processing partners processes the transaction but may transmit your payment details to the Fundraiser's/ Otterfund Campaign's designated

payment provider. If the Otterfund Campaign has elected to use Otterfund's Payment Processing Service, Otterfund will use third party payment processing partners to process the transaction as the Otterfund Campaign's limited payment agent.

- e. **Fees:** Creating an account, listing an event and accessing the Services is free. We charge our fees only when you sell or buy paid tickets or registrations. All descriptions of standard fees on the Services represent the standard fees that Otterfund charges to Otterfund Campaigns. These fees may vary based on individual agreements between Otterfund and certain Otterfund Campaigns. Otterfund Campaigns ultimately choose if these fees will be passed along to Supporters and shown as "Fees" on the applicable event page or absorbed into the ticket or registration price and paid by the Otterfund Campaign out of ticket and registration gross proceeds. The fees charged to Supporters may include certain other charges, including without limitation, facility fees, royalties, taxes, processing fees and fulfillment fees. Therefore, the fees paid by Supporters for an event are not necessarily the same as those charged by Otterfund to the applicable Otterfund Campaign or the standard fees described on the Services to Otterfund Campaigns. In addition, certain fees are meant, on average, to defray certain costs incurred by Otterfund, but may in some cases include an element of profit and in some cases include an element of loss. Otterfund does not control (and thus cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing tickets and registrations in foreign currencies or from foreign persons. Be sure to check with your bank or credit card company prior to engaging in a transaction to understand all applicable fees, credit card surcharges and currency conversion rates.
  
- f. **Refunds:** Because all transactions are between an Otterfund Campaign and its respective Supporters, Otterfund asks that all Supporters contact the applicable Otterfund Campaign organizing their event with any refund requests. Otterfund Campaigns agree to post and maintain a refund policy on each event page and that refund policy will govern, provided that the refund policy must be consistent with Otterfund's refund policy requirements as outlined herein. In the event that an Otterfund Campaign has not responded to a refund request within two (2) business days or there is a dispute between an Otterfund Campaign and a Supporter that cannot be resolved, either party may contact Otterfund. Otterfund may, in its discretion, attempt to mediate such dispute, however, Otterfund will have no liability for (a) an Otterfund Campaign's failure to give refunds; (b) Otterfund's failure to mediate a dispute; or (c) Otterfund's decision if it does mediate the dispute.



g. **Email.** Otterfund may make available to you features and tools that allow you to contact other users of the Services or third parties via email (the “Email Tools”). In the event that you use these Email Tools, you represent, warrant and agree that:

(a) you have all right and authority necessary to send emails to the addresses on your recipient list, including without limitation, that such addresses were gathered on an opt-in basis in any jurisdiction where that is required by applicable local, state, provincial, national or other law, rule or regulation, and your emailing of such addresses complies with the privacy policy under which the recipient emails were gathered and which was disclosed to recipients at the time of gathering;

(b) your use of the Email Tools is in compliance with all applicable local, state, provincial, national and other laws, rules and regulations, including those relating to spam and email;

(c) your use of the Email Tools will be solely to advertise, promote and/or manage a bona fide event that you have listed on the Services;

(d) your use of the Email Tools and the content of your emails complies with Section 9(g) of these Terms;

(e) you will not use false or misleading headers or deceptive subject lines in emails sent using the Email Tools;

(f) you will identify the email message as an advertisement or commercial in nature;

(g) you will not hide, disable, remove, or attempt to hide, disable or remove the unsubscribe link that Otterfund includes on every email; and

(h) you will not email any person that you know or have reason to know has opted out of receiving emails from you.

If you fail to abide by any of the foregoing, if your use of the Email Tools results in bounce rates, complaint rates or unsubscribe requests in excess of industry standards or if your emails are found to cause disruption to the Services, Otterfund may, among other actions, limit or suspend your access to the Email Tools.

h. **Conduct.** You understand that you are liable for all Content, in whatever form, that you provide or otherwise make available to or through the Services, including to other users of the Services. You

agree (1) to use the Services in accordance with these Terms; and (2) not to use the Services to:

(a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) facilitate gambling, gaming, lotteries, raffles, contests, sweepstakes and/or any other activity featuring the award of a prize other than raffles, contests or sweepstakes conducted in a manner that complies in all respects with these Terms or other conditions outlined by Otterfund;

(d) impersonate any person or entity, including, but not limited to, an Otterfund representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

(f) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(g) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, right of publicity or personality, or other intellectual property or proprietary rights of any person or entity;

(h) upload, post, email, transmit or otherwise make available any Content related to the sale or provision of goods and services other than the sale or provision of tickets and registrations to bona fide events listed on the Services and other goods and services being sold or provided in conjunction with such events;

(i) upload, post, email, transmit or otherwise make available any Content that contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of or to otherwise interact with the Services in a manner not permitted by the Terms;

(j) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

(k) attempt to probe, scan or test the vulnerability of any Otterfund server or network or breach any security or authentication measures, unless you are an authorized contractor of Otterfund specifically engaged to provide such services;

(l) attempt to avoid or circumvent any technological measure implemented by Otterfund to protect the Services or Content on the Services, including without limitation, encryption technology used to protect sensitive personal information;

(m) solicit any User to use a third party service that competes with Otterfund;

(n) advertise your event but complete sales independent of the Services in order to circumvent the obligation to pay fees related to the Services;

(o) intentionally or unintentionally violate any applicable local, state, provincial, national or other law, rule or regulation, including without limitation laws and regulations regarding the sale of tickets;

(p) resell tickets or registrations;

(q) collect credit card number, expiration date or CSC code or any other credit card information other than in the fields under "Payment" on the order payment page;

(r) collect social security or insurance number, financial account number, drivers' license number, health information or other sensitive information required to be secured under applicable local, state, provincial, national or other law, rule or regulation or for which disclosure is required in case of a data breach without first obtaining Otterfund's prior written consent; or

(s) stalk or otherwise harass any person or entity.

- i. **Certain Remedial Rights.** You acknowledge that Otterfund does not pre-screen Your Content or the Content of any other User in connection with the Services, but that Otterfund and its designees shall have the right (but not the obligation) to monitor, alter, edit or remove any of Your Content, in whole or in part, based on violations

of the Terms. If we believe that Your Content could be changed so as to not violate the Terms of Service, we will attempt to send you notice prior to taking any such action, provided, that if we must act immediately to comply with applicable local, state, provincial, national or other law, rule or regulation or to limit our liability, we may take such action without prior notice. You acknowledge and agree that Otterfund may preserve Your Content and account information and may also disclose Your Content and account information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) respond to claims that any of Your Content violates the rights of third parties; (c) enforce or administer the Terms; and/or (d) protect the rights, property and/or personal safety of Otterfund, its users and/or the public, including fraud prevention. You understand that the technical processing and transmission of the Services, including Your Content, may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

- j. **Sub-domains.** Otterfund may provide you with the right to use a sub-domain within the Site (e.g., [sub-domain prefix].Otterfund.com) for a given event. All such sub-domains are the sole property of Otterfund and we reserve the right to determine the appearance, design, functionality and all other aspects of such sub-domains. In the event Otterfund provides you with a sub-domain, your right to use such sub-domain will continue only for so long as your event is actively selling on the Services and you are in compliance with the Terms. If Otterfund terminates your right to use a sub-domain for any other reason, it will provide you with a new sub-domain.
- k. **Co-Ownership.** Otterfund follows a “co-ownership model” with respect to Attendee Information (as defined below). This means that all Attendee Information inputted by an Attendee on event pages posted by a Fundraiser/Otterfund Campaign on the Services will be shared with the applicable Fundraiser/Otterfund Campaign and may also be used by Otterfund in accordance with our Privacy Policy, including marketing or promotion of other events or services that may be of interest to the applicable Attendee. Note that Payment Data (as defined below) will not be shared with Fundraisers/Otterfund Campaigns. Each Attendee acknowledges and agrees to this sharing and understands and agrees that each Fundraiser/Otterfund Campaign is solely responsible for the use of Attendee Information that was provided to such Fundraiser/Otterfund Campaign through the Services and that Otterfund is responsible only for its own use of Attendee Information. Each Fundraiser/Otterfund Campaign represents, warrants and agrees that (a) it will at all times comply with all

applicable local, state, provincial, national and other laws, rules and regulations with respect to Attendee Information; (b) it will at all times comply with any applicable policies posted on the Services with respect to Attendee Information; and (c) upon a request of a given Attendee or as permitted in Section 14 of these Terms, Otterfund is authorized at its discretion to delete or anonymize Attendee Information of a requesting Attendee from the Services at which time it will no longer be available to Fundraiser/Otterfund Campaign through the Services or will no longer be linked to an identifiable Attendee through the Services. However, Attendees should note that Attendee Information may still be available in the Organizer's own databases if transmitted prior to Otterfund receiving the underlying request. For purposes of this Section, "Attendee Information" means information about a given Attendee made available on or through the Services, including, without limitation, name, address, e-mail address, past event attendance, event interests, credit card type, last 4 credit card digits and phone numbers, but excluding Payment Data.

1. **Payment Data.** Otterfund will not share with an Fundraiser/Otterfund Campaign any Payment Data. "Payment Data" means any full credit card number or other full payment account number and the related expiration date and security code entered by an Attendee on the Services in order to purchase a ticket or registration, make a donation or purchase merchandise related to events, so long as such information is entered in the fields under "Payment" on the order payment page. Note that if an Attendee enters such information in other areas of the Services or otherwise provides it to another User, it may not be encrypted and may be automatically shared with the applicable Fundraiser/Otterfund Campaign, so Attendees should enter such information only under "Payment" on the order payment page.
11. **Auctions:** Otterfund provides a platform for Otterfund Campaigns to carry out silent auctions online. You agree to the following additional terms and conditions if you elect to engage in any way with a silent auction.
- a. **Internet Access and Computer Equipment:** To use The Services, you must have an Internet Connection and appropriate computer equipment to connect to the Internet and to the World Wide Web. You are responsible for all fees related to your Internet Connection. We are not responsible or liable for the integrity of your Internet Connection at any time before, during or after your event or for secure access to our services at any time. Nor are we responsible or liable for any problems related to your computer equipment.
  - b. **Support:** Otterfund has an extensive online help system that is designed to answer virtually any question you might have about the system. Please refer to the help system before requesting help via email.

- c. **Otterfund's Role:** Our role is limited to providing software and services that help you run your fundraising event. We are not responsible for any agreement, contract or transactions between you and your event attendees either online, physically at the event or otherwise. We cannot guarantee the validity or accuracy of any information presented through our Services by users of the system and we therefore provide no warranty and assume no liability for such information.
  - d. **User Submissions:** Part of the functionality provided by The Services allows user to post information on the Otterfundweb site in the form of Contacts, Donations or other postings. As we have no immediate control over what Users may post on the web site, you agree that neither you nor any members allowed into your group will post any fraudulent, deceitful or otherwise misleading information. We assume no responsibility for any such information or information that may be harmful, offensive or distasteful in any way
  - e. **Group Information:** The group information you provide during the creation of your group contains information that we may use to contact you or your organization. You agree to provide true, accurate, complete and current information and to promptly update this information should it change.
  - f. **Group Administrator Registration Date:** The Group Administrator or Group Administrators are responsible for granting or denying access to the Group account created by the original Group Administrator. Silent Auction Pro™ is not responsible for unauthorized access to your group's data resulting from a Group Administrator granting access to a user who otherwise should not have been granted access.
12. **Earning Bonuses & Other Rewards for Your Charity:** Otterfund periodically offers monetary bonuses or other rewards for sign-up of an Otterfund Campaign, for referring other new Members or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from this Agreement. To qualify for a referral bonus, a User must refer a new Fundraiser/Otterfund Campaign who establishes his or her own account and begins to raise money via the Services. The referring User will receive a donation to their selected Otterfund Campaign based on a percentage of what is raised by the Otterfund Campaign which they referred for a period of one (1) year. Please note that sign-up and referral bonuses are given for the purpose of attracting brand new Users to Otterfund.
13. **Privacy:** Your use of the Site is subject to Otterfund's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.
14. **Electronic Communications:** Visiting the Site or sending emails to Otterfund constitutes electronic communications. You consent to receive electronic

communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

15. **Your Account:** If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Otterfund is not responsible for third party access to your account that results from theft or misappropriation of your account. Otterfund and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. As part of certain registration processes on the Services, you will create an account or change or add information about your account. You agree (a) to provide true, accurate, current and complete information about yourself, or if you are using the Services on behalf of an entity, the entity, as prompted by each Service registration form (the “Registration Data”); and (b) to maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

a. **Dispute Between Users:** In the event of any dispute between two or more parties as to account ownership, you agree that Otterfund shall be the sole arbiter of such dispute in its discretion and that Otterfund’s decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties. In addition, you release Otterfund (and all employees, agents or related parties) from any and all claims, damages and demands of all kinds connected in any way or arising from such disputes.

b. **Third Party Accounts:** You will be able to connect your Otterfund account to third party accounts. By connecting your Otterfund account to third party accounts, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

16. **Personal Information:** Otterfund is concerned about the safety and privacy of children. For this reason, and to be consistent with the terms of use of any third party service providers used by Otterfund, you must be at least eighteen (18) years of age, or the legal age of majority where you reside, to use the Services. Otherwise you may use the Services only with the involvement of a parent or guardian. In any event, you may not use the Services if you are under the age of thirteen (13).

a. **Permission to Use Child’s Media:** It is the sole responsibility of the

organization or individual setting up a user account to obtain all permissions to use any child's media or personal information. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement or review our Privacy Policy.

- b. **Content:** You agree that all material, including without limitation information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by Otterfund in connection with the Services (collectively, "Site Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. Otterfund may own the Site Content or portions of the Site Content may be made available to Otterfund through arrangements with third parties. The compilation of all Site Content included in or made available through the Services is the exclusive property of Otterfund and is protected by copyright laws. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Protected Content, in whole or in part, found on the Site. Except as expressly authorized by Otterfund in writing or in connection with your permitted use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content, or post any Site Content on any other website or in a networked computer environment for any purpose. You shall use the Site Content only for purposes that are permitted by these Terms and any applicable local, state, provincial, national or other law, rule or regulation. Any rights not expressly granted herein are reserved.
  - i. **User Added Content:** You acknowledge and agree that if you contribute, provide or make available any Content to the Services ("Your Content"), you hereby grant to Otterfund a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Your Content, in whole or in part, in any media, for the purpose of operating the Services (including Otterfund's promotional and marketing services), and you hereby waive any and all moral right to use the name you submit with Your Content. Notwithstanding the foregoing, Otterfund does not claim, and you do not transfer, any ownership rights in any of Your Content and nothing in these



Terms will restrict any rights that you may have to use and exploit Your Content outside of the Services. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; (b) complies with all applicable local, state, provincial, national and other laws, rules and regulations; and (c) does not violate the Terms and the Privacy Policy. In addition, Your Content must be accurate and truthful. Otterfund reserves the right to remove any of Your Content from the Services at any time if Otterfund believes in its discretion that it violates the Terms of Service, including without limitation, these Terms of Use. In addition, you agree that Otterfund may use your name and logo (whether or not you have made it available through the Services) for the purpose of identifying you as an existing or past customer of Otterfund both on the Services and in marketing, advertising and promotional materials.

1. **No Compensation:** No compensation will be paid with respect to the use of your Submission, as provided herein. Otterfund is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Otterfund's sole discretion.
  2. **Warranty:** By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.
- ii. **Feedback and Corrections:** You hereby acknowledge that (a) any and all suggestions for correction, change and modification to the Services and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to Otterfund by you (collectively “Feedback”); and (b) all improvements, updates, modifications or enhancements, whether made, created or developed by Otterfund or otherwise relating to Feedback (collectively, “Revisions”), are and will remain the property of Otterfund. All Feedback and Revisions become the sole and exclusive property of Otterfund and Otterfund may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of

any proprietary or other right or claim. You hereby assign to Otterfund any and all right, title and interest (including, but not limited to, any patent, copyright, future copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions. You hereby agree to waive any moral rights you may have in any and all Feedback and Revisions, and consent to any act which amounts to an infringement of any such moral right, in favor of Otterfund. At Otterfund's request, you will execute any document, registration or filing required to give effect to these provisions.

17. **Cancellation/Refund Policy:** Otterfund only pays and/or makes a donation once Otterfund deems the transaction accepted and completed. Once money is donated to an individual and/or organization it is final and can not be refunded by Otterfund for any reason. Any persons or businesses seeking a refund of donated money must contact the organization and or individual to which the donation was made.
  
18. **Third party services:** The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Otterfund, and Otterfund is not responsible for the contents of any Linked Site or any actions taken by Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Otterfund is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Otterfund of the site or any association with its operators. Certain services made available via the Site are delivered by third party sites and organizations.
  - a. **Permission to Share Information:** By using any product, service or functionality originating from the Site , you hereby acknowledge and consent that Otterfund may share such information and data with any third party with whom Otterfund has a contractual relationship to provide the requested product, service or functionality on behalf of the Site's Users. When you access the Site through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain Site functions may be prohibited or restricted by your network provider and not all Site functions may work with your network provider or device.
  
  - b. **Link to Third Party:** As part of the Services you may be able to link an account you have with a third party service, such as a social media website. By linking such third party account, you agree that Otterfund may access, make available to and store any Content that you have provided to and stored in such third party account so that it is available on or through the Services. Such content may include

personally identifiable information.

19. **Additional Services.** Otterfund may, upon request, and for such fees as Otterfund may establish from time to time in its sole discretion, provide additional services to you beyond the basic functionality of the Site and Services, including without limitation, marketing and promotion services, leasing ticket scanning and other equipment, providing on-site entry management consultants to assist you with your event set-up and providing dedicated account management services. All such additional services, whether provided prior to, during or following your event, shall be deemed a part of the Services and subject to all the terms and conditions of the Terms. Such additional services shall be set forth in additional terms and conditions or other written agreements between you and an authorized officer of Otterfund, and shall set forth the applicable fees and the other terms and conditions relating to such additional services.

- a. **Service Modifications.** We do not guarantee any set of product features or functionality and reserve the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, any part of the Services for any reason. Because you only pay fees to Otterfund as you use the Services, there would be no refund of fees already due following any such change to Services because the cancelled Services would have already been used by You.

20. **No unlawful or prohibited use/Intellectual Property:** You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Otterfund that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

21. **Use of communication services and Otterfund.com:** The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group ("Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service and the overall purpose and goal of Otterfund.

- a. **Agreement to be Civil:** By way of example, and not as a limitation, you agree that when using a Communication Service and or the Site, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post,

upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

- b. **Safe Experience:** Otterfund is interested in providing a safe and positive experience for all of its Users; nevertheless, Otterfund has no obligation to monitor the Communication Services. Otterfund reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Otterfund reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- c. **Right to Disclose Information:** Otterfund reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Otterfund's sole discretion.
- d. **Warning Regarding Disclosure:** Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Otterfund does not control or endorse the content, messages or information found in any Communication Service and, therefore, Otterfund specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Otterfund spokespersons, and their views do not necessarily reflect those of Otterfund.

- e. **Limitations:** Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.
22. **National and International Users:** The Site is controlled, operated and administered by Otterfund from our offices within the State of Utah, United States of America. If you access the Site from a location outside Utah and or the United State of America, you are responsible for compliance with all local laws. You agree that you will not use the Protected Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.
23. **Indemnification:** You agree to indemnify, defend and hold harmless Otterfund, its officers, directors, employees, subsidiaries, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or Services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Otterfund reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Otterfund in asserting any available defenses. In the event Otterfund is required to defend itself against a claim by a User or other third party, Otterfund shall be entitled to its attorney fees upon prevailing against the action.
24. **Arbitration:** In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrators award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms , the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.
25. **Class Action Waiver:** Any arbitration under these Terms shall take place on an

individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Otterfund agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

26. **Liability disclaimer:** THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. OTTERFUND AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

- a. OTTERFUND AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. OTTERFUND AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OTTERFUND AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED

THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF OTTERFUND OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

27. **No Illegal Use:** The use of the Site to perpetuate a fraud or engage in any illegal act is strictly prohibited. Otterfund makes no representations or warrant that the Otterfund Campaigns are legitimate non-profit organizations properly licensed and established pursuant to law, nor does Otterfund represent or warrant that the Otterfund Campaigns are not in any way fraudulent or illegal. Otterfund is not responsible for fraudulent campaigns advertised or carried out using the Site.
28. **Termination/access restriction:** Otterfund reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.
29. **Governing Law:** To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Utah and you hereby consent to the exclusive jurisdiction and venue of courts in Utah in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.
30. **Right to Comply with Court Orders:** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Otterfund as a result of this agreement or use of the Site. Otterfund's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Otterfund's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Otterfund with respect to such use.
31. **Severability:** If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable

provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

32. **Entire Agreement:** Unless otherwise specified herein, these Terms constitute the entire agreement between the user and Otterfund with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Otterfund with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.
33. **No Warranty:** Otterfund, its Services and Applications are being provided to Users "as is" with no warranty. Otterfund reserves the right to terminate any of the Services or Applications at any time with or without notice. To the maximum extent permitted by law, Otterfund disclaims all representations and warranties, express or implied, with respect to the Program and Applications. Otterfund does not warrant, guarantee, or make any representations regarding the quality or accuracy of advertisements for any products or services offered or provided by Affiliate Stores in conjunction with Otterfund. In addition, Otterfund does not warrant that access to this site or use of its Applications will be uninterrupted or error-free, and Otterfund assumes no responsibility for any damage caused by your access or inability to access Otterfund.com or Otterfund's Applications.
34. **Force Majeure:** Neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused by: fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country; or any other similar cause beyond the reasonable control of such party. In such event the nonperforming party shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance without delay.
35. **Miscellaneous:** Otterfund will implement and maintain organizational, physical, and electronic security measures for the secure acceptance, processing and transmission of funds in keeping with industry standards in global e-commerce; and Otterfund will comply with applicable data protection and privacy protections laws, codes of practice, and any other legal obligations associated with the collection, use and disclosure of personal information, if any, including disclosure to provide the Services and for your use of the Site.
36. **Changes to Terms:** Otterfund reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Otterfund encourages you to periodically



review the Terms to stay informed of our updates. Your continued participation in the Site and use of the Services shall be deemed acceptance of any such modification.

37. **“Full Disclosure Opt-Out”**: Anyone may Opt-Out by specifically requesting by email at [support@elefundo.com](mailto:support@elefundo.com) they be excused from the Otterfund LLC Privacy Policy and or these Terms and Conditions. You must indicate your full name, otter account number (if you have one) and details explaining your request. To be valid you must receive a confirmation e mail that we received and processed your request. Otterfund reserves the right to refuse access to its Services and/or Site.

38. **No Waiver**: Otterfund's failure to insist upon or enforce strict performance of any provision of the Terms shall not be construed as a waiver of any provision or right. These Terms constitute the entire agreement between you and Otterfund with respect to the Site.

### **Contact Us**

Otterfund welcomes your questions or comments regarding the Terms:

Email Address:  
[support@elefundo.com](mailto:support@elefundo.com)

Effective as of April 13, 2016