

# Schedule 1

## TERMS AND CONDITIONS TO BE ACCEPTED BY PARTICIPANT

### AIDBOX

## TERMS AND CONDITIONS

Aidbox is a platform for people and organizations to raise support for charitable causes. Aidbox's core principles are that people have unprecedented power to use the power of networks to leverage their personal capacity and that raising money for charity need not be contingent upon individuals' disposable income. Aidbox provides individuals with the opportunity to raise the money for their causes without reaching into their own wallets by turning their email accounts into an awareness tool for virtually any cause.

These terms and conditions govern Aidbox, Inc.'s ("Aidbox", "we", or "our") relationship with you when you use the Aidbox website, <https://www.Aidbox.org> ("site"), and any and all services available on or through the site or otherwise provided by Aidbox, including any widget provided by Aidbox (collectively, the "services"). By using or accessing the site, services or a widget, whether manually or through automated means, you agree to these Aidbox terms and conditions ("terms"). These terms apply to you if you are a user, beneficiary, or advertiser (collectively, "users" or "you"). If you choose to not accept these terms, we won't be mad at you, but it means you can't use the Aidbox site or the services. Since we don't ever want that to happen, be sure to contact us if you have any questions about anything in the world.

However, to be eligible to use the services and access the site, you must: (1) be over the age of majority in the jurisdiction in which you live (i.e. at least 18, and in some cases 19) or, if you are a minor over the age of 13, you may only use the site with the permission and supervision of your parent or legal guardian; (2) be registered with us (to the extent required) and not have been previously restricted, suspended or terminated by us; and (3) not be using another member's account without her/his permission.

EXCEPT WHERE OTHERWISE PERMITTED OR RESTRICTED BY LAW, THE TERMS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Access to the site and services from territories where the site and/or services are illegal is strictly prohibited. Users are responsible for complying with all local rules, laws, and regulations regarding their use of the site and services.

## Overview

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1. *Our role.* The purpose of our site and services is to help organizations raise awareness and money, but we do not pick or endorse any such individuals, entities or organizations or any of their campaigns or causes. We merely provide a technology platform to allow users to spread awareness for their chosen causes. The existence of the site or services is not a solicitation of contributions by Aidbox, and Aidbox does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization.
2. *Becoming a Member.* It is easy to become a member of our community by following the steps on the site. When you join, you will be asked to create an account. You will be required to provide some information when you sign up, including the email address to be used in connection with these Services.
3. *User Names.* You may need a username and password to use certain features of the site and services and you may create certain URLs when you establish a profile. By selecting a user name and any particular URL you agree that you will not select or use a name or URL: (a) of another person with the intent to impersonate that person; (b) subject to the rights of any person without authorization; (c) in violation of the intellectual property rights of any person; or (d) that Aidbox, in its sole discretion, deems inappropriate or offensive. You hereby expressly permit Aidbox to identify you by your user name (which may be a pseudonym). You acknowledge and agree that you shall have no ownership or other property interest in your account, URL and/or user name, and you further acknowledge and agree that all rights in and to your user name and account are and shall forever be owned by and inure to the benefit of Aidbox. You are responsible for maintaining the confidentiality of your password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You will notify Aidbox immediately of any unauthorized use of your account or any other breach of security. Aidbox assumes no liability for any loss or damage arising from any unauthorized use of your account by a third party. Aidbox has the right to reclaim any user names or URLs for any reason.
4. *Accurate Information.* You agree to: (a) provide accurate information as prompted on the site or through the services; and (b) maintain and update such information to keep it accurate. If you provide any information that is inaccurate, or Aidbox has reasonable grounds to suspect that such information is inaccurate, Aidbox may suspend or terminate your use of the services and/or the site and/or decline to permit your continued use of the site and/or the services and future access to the site and/or the services.
5. *Privacy.* In addition to reviewing these terms, you should also read our Privacy Policy to better comprehend how we collect and use your personal information. Your use of the site and its services constitutes your agreement to our Privacy Policy.
6. *Relationship of Aidbox.* By using this site you understand and agree that Aidbox shall not be responsible for any losses or damages incurred as a result of the awareness campaigns or events. In the event of a dispute between users (including but not limited to advertisers, users, beneficiaries, and third parties), you hereby release Aidbox, its employees, agents, affiliates, directors, officers, representatives, subcontractors, advisors

and volunteers from all claims, damages and demands that may or may not be known, suspected or related to such disputes about our service.

## General Terms

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1. *Ownership of the site, Site information and services.* The site and services and all technology underlying the same are expressly owned and operated by Aidbox. Unless otherwise noted, the design and content features on the site and services, including, without limitation, information and other materials, illustrations, product layout and design, icons, navigational buttons, images, artwork, graphics, photography, text, data, audio sound, software, URLs, and the like, as well as the selection, assembly and arrangement thereof (collectively, the "Site Information"), are owned by Aidbox or its affiliates, if any, or are licensed by Aidbox from third parties. The site and services, as a whole and in part, are protected by copyright, trademark, service mark, trade secret, and other intellectual property and proprietary rights, and all other applicable rights are reserved.
  - A. The trademarks, logos, and service marks ("Marks") displayed on the site are registered trademarks of their respective owners, are the property of their respective owners, and/or are protected by U.S. and international trademark laws and/or common law. Their uses are restricted to programs, events, products or services that Aidbox sponsors or with which we are otherwise affiliated. Aidbox's trademarks may not be used for personal financial gain. Use of the Marks is prohibited without Aidbox's express written consent except as permitted by applicable laws. Nothing contained on the site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Marks without Aidbox's express written consent.
  - B. No portion of the site, services or Site Information may be reprinted, republished, modified, or distributed in any form without Aidbox's express written permission. You may not, and these terms do not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect to the site, services or any of the Site Information.
  - C. You may not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the site, services, or the Site Information and you must retain all copyright, trademark, service mark and other proprietary notices contained on the site, services or in the original Site Information on any authorized copy you make of the site, services or the Site Information.
  - D. *Widgets.* Our widgets are software tools that you will place in your signature line of your email account to spread awareness of your chosen beneficiary (each, a "Widget"). Use of Widgets will include the placement of Sponsors' and Beneficiaries' trademarks and other intellectual property in your email signature.

Subject to your compliance with the terms, we hereby grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to use and display the Widget in your email for your own personal or business purposes. We reserve the right to discontinue providing any Widget at any time, or to direct you to cease displaying, or otherwise using, any Widget for any or no reason, without liability to you or any third party. You may not use the Widget for any other purpose without our prior written consent, and nothing in the terms shall be deemed to grant you any right, title or interest in the Widget. In addition, you may not:

- a. Use the Widget to offer or promote, or otherwise use the Widget in association with, any products or services for sale;
- b. Use the Widget (or any content displayed in connection with or through it) in any manner that would constitute an endorsement by us of any product, service, activity or brand
- c. Place the Widget on any website that includes content that is offensive, harassing, threatening, abusive, discriminatory, vulgar, pornographic, or otherwise inappropriate, as determined by us in our sole discretion; or
- d. Use the Widget in any manner that prevents the recipient of your emails from linking directly to the application page of our site.

- E. *Ownership of Sponsors' and Beneficiaries' Marks.* Users acknowledge and agree that trademarks and other intellectual property owned by Sponsors and by Beneficiaries included in the Widgets shall remain the sole and exclusive property of the respective Sponsor or Beneficiary. The sublicense granted to Aidbox Users under Section 2 of these General Terms does not constitute a transfer of ownership to the User. Aidbox has been granted a license to use Sponsors' and Beneficiaries' intellectual property in the manner provided to the User by Widget and any derivation thereof shall constitute as infringement of Aidbox's, Sponsor's, and/or Beneficiary's intellectual property rights.

Aidbox respects the intellectual property rights of others and requires those that visit the site and use our network to do the same. Aidbox may, in appropriate circumstances and at our discretion, remove or disable access to material on the site or our network that infringes upon the copyright and trademark rights of others. Aidbox also may, at our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any visitors to the site or users of our network repeatedly infringe on others' trademarks or copyrights, Aidbox may in its sole discretion terminate those individuals' rights to use the site or our network.

If you believe that your work has been used on our site or network in any manner that constitutes trademark or copyright infringement, please notify Aidbox's legal agent by written notice. The notice should include the following information:

- a. An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- b. A description of the work you claim has been infringed, including a copy of the copyrighted work or trademark;

- c. Identification of the location on the site of the material you claim has been infringed, or the link or reference to another website that contains the material you claim has been infringed;
- d. Your name, address, telephone number and email address;
- e. A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright or trademark owner or the law; and
- f. A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

Aidbox's legal agent for notice of claims of copyright or trademark infringement on the site and our network is Daniel R. Alcott, Esq., who can be reached at Alcott Law Group, PLLC, 440 Park Avenue South, 3<sup>rd</sup> Floor, New York, NY 10016, phone: 646-927-5450, fax: 646-927-5449.

- F. *Feedback.* You agree that submission of any ideas, suggestions, documents, and/or proposals to Aidbox through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that Aidbox has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Aidbox a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.
- G. *Use of Site.* To the full extent permitted by law, the site, services and the Site Information are provided "as is" with all faults. Your use of the site, services, and the Site Information is at your own risk. The site, services or Site Information may contain errors or omission, or may be out of date. The site, services or Site Information may, without prior notice, change, be deleted or updated at any time. As a condition of your use of the service or the site, you promise to:
  - a. Use the service in compliance with all laws, regulations, ordinances, directives, court orders and this Agreement local and applicable to your use of the site and services;
  - b. Use the service so as not to damage, disable, overburden or impair the service, our networks or systems or not to interfere with any others' legal rights or use or enjoyment of the service; and
  - c. Not engage in, or encourage, promote, facilitate or instruct others to engage in, activities which, in our judgment and discretion: (1) are illegal; (2) result in the infringement of the intellectual property rights of others or libel or defamation of another person; or (3) harvest or otherwise collect information about others (such as e-mail addresses or other personally identifiable information) without their consent.

- H. *Suspension or Termination of Your Use of the Site.* These Terms will commence on the date you accept them (as described above) and remain in full force and effect until terminated in accordance with this section. Notwithstanding the foregoing, if you used the site or services prior to the date you accepted the terms, you hereby acknowledge and agree that the terms commenced on the date you first used the site or services (whichever is earlier) and will remain in full force and effect while you use the site or services, unless earlier terminated in accordance with the terms. Aidbox has the right to suspend or terminate any services provided to you at any time with or without reason. You agree that all terminations shall be made in Aidbox's sole discretion and that Aidbox shall not be liable to you or any third party for any termination of your account. If you want to terminate any services provided by Aidbox, you may do so by notifying Aidbox at any time, with your notice sent, in writing, to our address set forth below. Termination of any service includes removal of access to such service and barring of further use of the service, provided that any contributions made prior to the effective date of termination will continue to be processed. All provisions of the terms which by their nature should survive, shall survive termination of services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.
- I. *No Endorsement of Links to Other Web Sites.* Any links to other websites are provided as merely a convenience to you. This site and the services may provide links or references to other websites but Aidbox has not reviewed all of these other websites, has no responsibility for the content of such other websites and shall not be liable for any damages or injury arising from the content from these other websites. You understand that, except for information, products or services clearly identified as being supplied by Aidbox, we do not operate, control or endorse any information, products or services on the Internet in any way. Aidbox does not endorse or make any representations about these other websites, or any information or other products or materials found on these other websites, or any results that may be obtained from using these other websites. If you decide to access any of these other websites linked to this site, you do so entirely at your own risk.

## Liability

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1. *Indemnification.* You agree to indemnify, defend and hold Aidbox and its affiliates, if any, officers, directors, employees and agents, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorney's fees) resulting from: (a) your use, misuse or abuse of the site, services or the Site Information and (b) your breach of any provision of these terms. You will cooperate as fully as reasonably required in Aidbox's defense of any claim. Aidbox reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without Aidbox's written consent.

2. *DISCLAIMER.* YOU ACKNOWLEDGE THAT YOU ARE USING THE SITE AND THE SERVICES AT YOUR OWN RISK. THE SITE, THE SITE INFORMATION AND THE SERVICES ARE PROVIDED "AS IS," AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, AIDBOX, ITS AFFILIATES AND SUBSIDIARIES, IF ANY, AND ITS THIRD PARTY SERVICE PROVIDERS, SUPPLIERS AND VENDORS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, COMPLETENESS OR RELIABILITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. AIDBOX, ITS AFFILIATES AND SUBSIDIARIES, IF ANY, AND ITS THIRD PARTY SERVICE PROVIDERS, SUPPLIERS, AND VENDORS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SITE, THE SITE INFORMATION OR THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OR SECURITY BREACH OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH ACCESS TO OR USE OF SITE, SERVICES OR SITE INFORMATION. AIDBOX ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY USER GENERATED CONTENT) OR USER COMMUNICATIONS.
3. *RELEASE.* YOU HEREBY AGREE TO RELEASE AIDBOX, ITS AFFILIATES AND SUBSIDIARIES, IF ANY, AND THIRD-PARTY SERVICE PROVIDERS, SUPPLIERS AND VENDORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (COLLECTIVELY, "CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE AND ITS SERVICES OR THE SITE INFORMATION. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.
4. *Security of the Site.* Aidbox maintains reasonable safeguards and personnel policies that are designed to guard the site, the services, our systems and our volunteers', fundraisers', donors' and Beneficiaries' information. For example, for the security of your online visit to the site, Aidbox may make use of firewall barriers, encryption techniques and/or authentication procedures. Unfortunately, no data transmission over the Internet can be guaranteed to be absolutely secure. As a result, while Aidbox strives to protect your information, it cannot ensure or warrant the security of any Content you transmit to us, and you do so at your own risk. In the event of a breach of the confidentiality or security

of your personal information, Aidbox will notify you as necessary so you can take appropriate protective steps. Unless you indicate otherwise, we may notify you under such circumstances using the email address you provided to us when you registered with the site.

## Miscellaneous

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1. *Electronic Communications.* When you visit the site, use the services or send emails to Aidbox, you are communicating with us electronically. You consent to receive communications from Aidbox electronically. Aidbox may communicate with you by email or by posting notices on the site. You agree that all agreements, notices, disclosures and other communications that Aidbox provides to you electronically satisfy any legal requirement that such communications be in writing. You may give notice to Aidbox at the following address: 238 Park Avenue South, #31783, New York, NY 10003. Such notice shall be deemed given when received by Aidbox by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
2. *Jurisdiction and Governing Law.* You agree that these terms, for all purposes, shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflicts of laws provisions. In addition:
  1. Any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms where the total amount of the award sought is less than Five Thousand U.S. Dollars (US \$5,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration shall be initiated through an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with the Terms. Notwithstanding the foregoing, Aidbox may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Please note that the laws of the jurisdiction where you are located may be different from New York law, including the laws governing what can legally be sold, bought, exported, offered or imported. You shall always comply with all the international and domestic laws, ordinances, regulations and statutes that are applicable to your use of the site or services.
3. *Conflict with Other Agreements.* These terms are in addition to, and do not nullify, any other agreement between you and Aidbox or any other applicable terms and conditions found on the site. In the case of any direct conflict between these terms and any other agreement between you and Aidbox, the provisions of such other agreement shall control but only to extent applicable to the conflicting provisions. You agree to comply with all rules or restrictions that are posted on the site.
4. *Modification of the Terms.* In Aidbox's sole discretion, we may unilaterally amend or modify these terms or any other documents referenced herein at any time by posting on the site. The date of the most recent revision will appear at the top of this page. If Aidbox



has a working email contact for you and the changes to the terms are material, Aidbox may notify you of such changes by sending you an email to the address you have provided to us. Aidbox encourages you to review these terms periodically for any updates or changes. Any amended or modified terms will be effective upon posting, at the time set forth in an email notice to you or as otherwise decided in Aidbox's sole discretion and as posted to the site. Continued use of the site constitutes acceptance of any modified terms and conditions.

5. *Additional Terms.* Aidbox also reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the site, which may be posted in the relevant parts of the site, and will be identified clearly and conspicuously. For example, Aidbox may post additional rules to participate in a promotion. Your continued use of the site constitutes your agreement to comply with these additional rules. Those terms will control in the event of any conflict with these terms.
6. *Miscellaneous Other Provisions.*
  1. In the event that one or more portions of these terms shall, for any reason, be held to be unenforceable, the remaining portion will remain in full force and effect.
  2. The headings used throughout these terms are solely for convenience of reference and are not to be used as an aid in the interpretation of these terms.
  3. If Aidbox fails to enforce any parts of these terms, it will not be considered a waiver.
  4. These terms make up the entire agreement between you and Aidbox regarding the site and supersede any prior agreements.
  5. These terms do not confer any third party beneficiary rights.
  6. You will not assign or transfer any of your rights or responsibilities under these terms to anyone without Aidbox's express written permission.
  7. Aidbox may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
  8. Nothing in these terms shall prevent Aidbox from complying with the law.
  9. Aidbox shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.