

## LIABILITY AND INDEMNITY AGREEMENT

### Between the Subscriber, NotipFundraiser, and Nghia Nguyen

This **Liability and Indemnity Agreement** ("Agreement") is entered into between **NotipFundraiser**, a digital media and fundraising service provider owned and operated by **Nghia Nguyen** ("Company"), and the purchasing individual or organization ("Subscriber").

By purchasing services from NotipFundraiser, the Subscriber agrees to the following terms of liability, indemnification, and legal responsibility.

---

### 1. Purpose and Scope

NotipFundraiser provides customized digital products including:

- **2 fundraising webpages** with direct donation links to the Subscriber's chosen bank or payment gateway.
- An optional **5-minute video** to promote the Subscriber's fundraising campaign.

These services are intended to support campaign visibility and do **not guarantee financial success** or donor engagement.

---

### 2. Assumption of Risk

The Subscriber acknowledges and accepts that any fundraising effort carries **inherent financial and reputational risks**. By using the digital products and services provided by NotipFundraiser, the Subscriber assumes full responsibility for:

- The performance of their fundraising campaign,
- The accuracy and legality of the content they submit or distribute,
- The handling of donations through their provided payment gateway or banking details.

The Company **does not control or monitor** how funds are collected or used and holds no financial responsibility for the outcome of the Subscriber's campaign.

---

### 3. Limitation of Liability

To the fullest extent permitted by law, **NotipFundraiser and Nghia Nguyen shall not be held liable** for any direct, indirect, incidental, special, or consequential damages resulting from:

- Use or misuse of the webpage or video,
- Technical errors or website failures,
- Lost fundraising opportunities or donor disputes,
- Any delay or disruption in the Subscriber's banking or payment processing,
- Inaccurate or incomplete information submitted by the Subscriber.

The Company's liability is strictly limited to the amount paid by the Subscriber for the service(s) rendered.

---

#### 4. Indemnification by Subscriber

The Subscriber agrees to **indemnify, defend, and hold harmless** NotipFundraiser and Nghia Nguyen from and against any and all claims, damages, losses, liabilities, costs, or expenses (including attorney's fees) arising from:

- The content, media, or statements provided by the Subscriber,
- Misuse or unlawful use of the fundraising webpage or video,
- Any third-party claims or disputes related to donations or banking/payment details,
- Breaches of intellectual property, copyright, or privacy laws caused by the Subscriber's campaign materials.

This indemnification obligation survives the termination of the Agreement and remains in effect as long as the materials are in use.

---

#### 5. Accuracy of Submitted Information

The Subscriber is solely responsible for providing truthful, complete, and legally compliant content, including campaign descriptions, images, and banking details. The Company **does not verify or validate** the information submitted and is not responsible for errors or omissions made by the Subscriber.

---

#### 6. Third-Party Services Disclaimer

NotipFundraiser may link or connect campaign materials to third-party services (such as payment processors or hosting platforms) as directed by the Subscriber. The Company is not affiliated with these platforms and assumes no responsibility for their performance, security, or availability.

The Subscriber is responsible for reviewing and complying with all third-party terms and policies associated with their fundraising process.

---

#### 7. No Legal or Financial Advice

The Company does **not offer legal, tax, or financial advice**. The services are provided for informational and promotional purposes only. The Subscriber should consult with qualified professionals for advice relating to fundraising compliance, tax reporting, or legal structuring.

---

#### 8. Governing Law and Jurisdiction

This Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta, Canada. Any legal action or proceeding related to this Agreement shall be brought exclusively in the courts of Alberta.

---

**9. Acknowledgment and Acceptance** By purchasing or using any service from NotipFundraiser, the Subscriber acknowledges they have read, understood, and agreed to this Liability and Indemnity Agreement in its entirety.