Terms of Service

Rushlink builds technologies and services that enable college students and other members of groups to connect with each other and build communities. These Terms govern your use of Rushlink and the other products, features, apps, services, technologies, and software we offer or may offer (the Products), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Rushlink LLC.  
  
Businesses and organizations, and other persons may pay us to show you ads for their products and services or to interact with you for purposes of recruitment or membership management. By using our Products, you agree that we can show you ads that we think may be relevant to you and your interests and that we can facilitate connectivity between you and the organizations on your college campus. We expect to use your personal data to help determine which personalized ads to show you and which organizations to connect with you.  
  
We don’t sell your personal data to companies that advertise with us, and we don’t share information that directly identifies you (such as your name, email address or other contact information) with companies that advertise with us unless you give us specific permission. Notwithstanding the foregoing, we do reserve the right to share your information with fraternities and other organizations that seek to attract members.

Advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We intend to provide companies that advertise with us with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more about how personalized advertising under these Terms works on our Products.  
  
[Our [Privacy Policy](https://www.facebook.com/privacy/policy) explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your [settings](https://www.facebook.com/settings) pages of the relevant Rushlink Product at any time to review the privacy choices you have about how we use your data. ]

1. Our services

Our mission is to give organizations the power to attract members and build community in order to make the college experience more fulfilling. To help advance this mission, we provide the Products described below to you:

**Provide a personalized experience for you:**

Your experience on Rushlink is intended to be fun and engaging: news of events, interactions with campus organizations, ads, and other content you see on Rushlink are intended to help you find organizations with which you want to affiliate. For example, we may use data about the connections you make, the choices and settings you select, and what you share and do on our Products - to personalize your experience and help organizations find you.

**Connect you with organizations and people with whom you want to connect:**

We help you find and connect with people, organizations, groups and others that matter to you across the Products you use. We use data to make suggestions for you and others - for example, groups to join, and events to attend. We believe in building communities, and we believe our services are most useful when people are connected to people and organizations with which they want to be affiliated.

**Assist you in discovering content, products, and services that may interest you:**

We show you personalized ads, offers, and other sponsored or commercial content to help you discover content, products, and services that are offered by the organizations that use Rushlink and/or advertise on Rushlink.

**We encourage you to refrain from harmful conduct or anything that undermines the sense of collegiality we want to inspire through Rushlink:**

The sense of community that Rushlink seeks to inspire through its Products requires that users feel safe and secure. We value the security, availability, and confidentiality of the content on our Products. If we learn of content or conduct that threatens the security or integrity of our Products or our users, we may take action that in our sole discretion we deem appropriate for the nature of the misconduct, including notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. Many of the organizations on our platform have closed membership. These organizations retain the right to determine their membership and Rushlink makes no representation that it has any power to influence such decisions or enforce the laws and regulations that apply to such organizations. As such, Rushlink specifically disavows any responsibility for whether a user is invited to join an organization or group present on our Products. These organizations retain sole responsibility for ensuring their conduct, membership programs, and the content they post comply with all applicable rules, regulations and laws governing their organizations. Rushlink makes no representation that a user will be able to join any of the organizations on its platform. Rushlink also specifically and fully disavows any responsibility for how any organization on the platform conducts its membership drives or organization.

**Research ways to make our services better:**

We expect to engage in research to develop, test, and improve our Products. This includes analyzing data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features.

**Ensuring access to our services:**

To operate our services and enable you to connect with people, groups, and organizations, we need to transfer, store and distribute content and data to our data centers, partners, service providers, vendors and systems, including outside your country of residence. The use of this international infrastructure is necessary and essential to provide our services. We do not guarantee that you will have access at all times to our services given our business is a young one and still working to build redundancy.

2. How our services are funded

While some members may pay to use Rushlink, such amounts are insufficient alone to fund our business. As such by using the Products covered by these Terms, you agree that we can show you personalized ads and other commercial and sponsored content that (i) businesses and organizations pay us to promote and (ii) that organizations seeking to find new members might pay us to share . We use your personal data, such as information about your activity and interests, to show you personalized ads and content as well as to connect you with organizations seeking members. We may show you relevant and useful ads without telling advertisers who you are or we may use outside organizations to do so. In both cases, advertisers may tell us the kind of audience they want to see their ads (for example, fraternity and sorority members between the age of 18-22 who want to buy a Greek letter sweatshirt). We would then show their ad to people who meet these criteria.

We also expect to provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on, and potentially, off our Products.

We collect and use your personal data in order to provide the services described above to you.

3. Your commitment Rushlink and others in our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

**1. Who can use Rushlink**

When people stand behind their opinions and actions, our community is more authentic, interesting and accountable. For this reason, you must:

* Use for your account the same name that you use in everyday life.
* Provide accurate information about yourself.
* Create only one account (your own) and use it for personal or your group’s purposes.
* Not share your password, give others access to your account to others, or transfer your account to someone else (without our permission).

To ensure Rushlink maintains its identity as a college-oriented community, you cannot use Rushlink if:

* You are not presently enrolled in college.
* You are a convicted sex offender.
* We've previously disabled your account for one or more violations of these Terms and policies. If we disable your account for a violation of these Terms or any of our other policies, you agree not to create another account without our permission. Receiving permission to create a new account is provided at our sole discretion, and does not mean or imply that the disciplinary action was wrong or without cause.
* You are prohibited from receiving our products, services, or software under applicable laws.

**2. What you can share and do on Rushlink Products**

We want people to use Rushlink Products to affiliate with organizations, express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:
   * That violates these Terms or other terms and policies that apply to your use of our Products.
   * That is unlawful, misleading, discriminatory or fraudulent (or assists someone else in using our Products in such a way).
   * That you do not own or have the necessary rights to share.
   * That infringes or violates someone else's rights, including their intellectual property rights (such as by infringing another’s copyright or trademark, or distributing or selling counterfeit or pirated goods), unless an exception or limitation applies under applicable law.
2. You may not upload viruses or malicious code, use the services to send spam, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of our services, systemes, or Products.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.
4. You may not proxy, request, or collect Product usernames or passwords, or misappropriate access tokens.
5. You may not sell, license, or purchase any data obtained from us or our services.
6. You may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless reports or appeals.

We can remove or restrict access to content that is in violation of these provisions. We can also suspend or disable your account for conduct that violates these provisions, as provided in Section 4.B.

If we remove content that you have shared in violation of our standards, we’ll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. For information on account suspension or termination, see Section 4.B below.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies, if this feature exists in your jurisdiction.

We also can remove or restrict access to content features, services, or information if we determine that doing so is reasonably necessary to avoid or mitigate misuse of our services or adverse legal or regulatory impacts to Rushlink L.L.C.

**3. The permissions you give us**

We need certain permissions from you to provide our services:

1. Permission to use content you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You retain ownership of the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Rushlink and other Products you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a "license") to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. This means, for example, that if you share a comment or photo on Rushlink, you give us permission to store, copy, and share it with others, including our service providers that support our products and services. This license will end when your content is deleted from our systems.

You can delete individual content you share, post, and upload at any time. In addition, all content posted to your personal account will be deleted if you delete your account.  Account deletion does not automatically delete content that you post as an admin of a group or content that you create collectively with other users, which may continue to be visible to other album members.

It may take up to 90 days to delete content after we begin the account deletion process or receive a content deletion request. If you send content to trash, the deletion process will automatically begin in 30 days unless you chose to delete the content sooner. While the deletion process for such content is being undertaken, the content is no longer visible to other users. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:

* + where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted);
  + where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
  + where immediate deletion would restrict our ability to:
    - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
    - protect the safety, integrity, and security of our Products, systems, services, our employees, and users, and to defend ourselves;
    - comply with legal obligations for the preservation of evidence, including data Rushlink must preserve to comply with any record keeping obligations required by law; or
    - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

1. Permission to use your name, profile picture, and information about your actions with organizations recruiting on your college campus, and with ads and other commercial content: You give us permission to use your name and profile picture and information about actions you have taken on Rushlink next to or in connection with organizations recruiting on your college campus as well as with ads and other sponsored or commercial content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an event or have shown interest in an organization recruiting on your campus or clicked on an ad. Ads and content like this can be seen only by people who have your permission to see the actions you've taken on Rushlink. You can learn more about your ad settings and preferences.
2. Permission to update software you use or download: If you download or use our software, you give us permission to download and install updates to the software as and where available.

**4. Limits on using our intellectual property**

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Rushlink), we retain all rights to that content (but not yours). You can only use our copyrights and other interllectual property with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, translate, create derivative works of, decompile, or reverse engineer our products or their components, or otherwise attempt to extract source code from us, unless an exception or limitation applies under applicable law.

4. Additional provisions

**1. Updating our Terms**

As we improve our services and develop new features to make our Products better for you and our community, we may need to update these Terms from time to time to accurately reflect our services and practices, to promote a secure and valuable experience on our Products and services, and/or to comply with applicable law. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Rushlink community, you have the option to delete your account at any time.

**2. Account suspension or termination**

We want Rushlink to be a fun, welcoming and safe place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine, in our discretion, that you have clearly, seriously or repeatedly breached our Terms, including our Community Standards, we may suspend or permanently disable your access to Rushlink Products, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people’s intellectual property rights or where we are required to do so for legal reasons.

We may disable or delete your account if after registration your account is not confirmed, your account is unused and remains inactive for an extended period of time, or if we detect someone may have used it without your permission and we are unable to confirm your ownership of the account

Where we take such action we will endeavor to let you know and explain any options you may have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

If your account has been disabled, you can contact us if you think we have disabled your account by mistake.

If you delete or we disable or delete your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5.

**3. Limits on liability**

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, which members organizations using our Product select, and as such, we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, impacts to your recruiting efforts, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Rushlink Products (however caused and on any theory of liability, including negligence), even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Rushlink Products will not exceed the greater of $20 and the amount you have paid us in the past twelve months.

**4. Disputes**

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

You and Rushlink each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your access or use of the Rushlink Products shall be resolved exclusively in the U.S. District Court for the Eastern Michigan District or a state court located in Washtenaw County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of Michigan will govern these Terms and any claim, cause of action, or dispute without regard to conflict of law provisions. Without prejudice to the foregoing, you agree that, in its sole discretion, Rushlink may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim.

**5. Other**

1. These Terms make up the entire agreement between you and Rushlink regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we may offer now or in the future may be governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, or managing a group/organization, you must agree to our Commercial Terms. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can’t be made enforceable, then it will be severed and the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
6. We may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
7. We always appreciate your feedback and other suggestions about our products and services. But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
8. We reserve all rights not expressly granted to you.

5. Other terms and policies that may apply to you

* [Community Standards](https://www.facebook.com/communitystandards): These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Rushlink Products.
* [Commercial Terms](https://www.facebook.com/legal/commercial_terms): These terms apply if you use our Products for any commercial or business purpose, including advertising, managing a group for a business, or sell goods or services through our site.
* [Rushlink Payment Terms](https://www.facebook.com/payments_terms): These terms apply to payments made on or through Rushlink Products.
* [Rushlink Groups and Events Policy](https://www.facebook.com/policies/pages_groups_events): These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.

Date of Issuance: December 31, 2022

Rushlink’s Community Standards

Our community is designed to be fun, engaging and social. We believe in finding groups and organizations where you feel comfortable, but also believe that people who affiliate need to respect others who do not affiliate with an organization or choose to affiliate with other organizations, including competitive ones with their own.

We prohibit content that discriminates or encourages discrimination against other based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition.

We prohibit claims that a person or group of people are a threat to the physical safety, health or survival of others on the basis of race, ethnicity, national origin, religious affiliation, sexual orientation, caste, sex, gender, gender identity, non-communicable disease, disability or immigration status.

Many of the organizations affiliated with our Products have college-age students or are located near college campuses. As such we prohibit threats of violence, as well as communications that encourage or facilitate cheating, the sale or use of weapons, the sale of recreational drugs, or of any criminal behavior. Any such content can be removed by Rushlink at any time and disciplinary action, including deleting the account of the party posting such information or the ad that was in violation, without any refunds.

While we do not control any of the admissions standards for the organizations and groups who use our Products, we do strongly encourage them to be open-minded and welcoming when looking for new members.

Rushlink is a young company, and we expect to evolve these standards based on how our users engage with our Products. By using Rushlink, you agree to abide by any new policies Rushlink implements, when and as implemented, and acknowledge that Rushlink may retroactively change any of its rules to prohibit previously permitted content.

These standards apply to all content, including but not limited to, paid content, content posted by organizations and individual users.

Commercial Terms Policy

We use a manual review process to enforce our policies. Beyond reviewing individual ads, we also monitor and investigate advertiser behavior, and may restrict advertiser accounts that don't follow our policies and terms. Our review process may not detect all policy violations, and ads remain subject to review and re-review and may be rejected for violating our policies at any time. It is an advertiser’s responsibility to understand and comply with our policies and any other applicable terms and guidelines, in addition to all local laws, regulations. Advertisers whose ads are rejected will typically be provided an opportunity to edit their ads in order to bring them into compliance and can request another review if they believe their ad was incorrectly rejected.  
  
Our users can report ads if they believe they violate our policies.

Rushlink Payment terms

**1. Making Payments**

1. Payment credentials. When you make a payment through the Rushlink Products, you agree to provide a valid payment credential. One you add your payment credential to your account, we will allow you to initiate transactions that require payments through the Rushlink payment feature.
2. Pricing. Pay attention to the details of the transaction, because your total price may include taxes, fees, and shipping costs, all of which you are responsible for paying.
3. Extra terms.You may be presented with additional terms related to a specific payment before you confirm the transaction (such as shipping terms for tangible goods). Those additional terms will also govern that transaction.
4. Subscriptions. If you purchase a subscription to an app or to a feature within an app, you authorize us to bill your payment credential immediately, and then again at the beginning of each subscription period, according to the applicable subscription terms. Except as otherwise set forth in the terms of your subscription, the following terms apply for subscriptions purchased through payments features through the Meta Products::
   1. If a free trial period is offered and you do not cancel during the free trial period, you will be billed at the end of the free trial period and at the beginning of each subsequent subscription period.
   2. We will continue to bill your payment credential each subscription period until you cancel the subscription. To avoid being charged your next subscription payment, you must cancel at least 24 hours before your next scheduled payment.
   3. If you cancel a subscription you will still have access to the app or feature you subscribed to through the end of the subscription period.
   4. If an app or feature you subscribed to becomes unavailable during your subscription you will not be billed at the beginning of the next subscription period.
5. Payments for tickets, products and services provided by third parties. We may serve as a limited payment collection agent for tickets, products, and other services offered or promoted through Rushlink. We are authorized to accept payment on their behalf and will remit the amounts collected, net of applicable fees. Rushlink has no responsibility or liability for the actual delivery of such tickets, products, donation drives, and services. Any refunds will need to be secured directly from the party offering such tickets, products, and services.
6. No Warranties. You acknowledge that any products or services you may purchase are sold by merchants, not by us. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED OR SOLD ON OR THROUGH RUSHLINK PRODUCTS.

**2. Payment Methods**

1. Payment credentials. For your convenience, we allow you to fund your transactions using credit cards and debit cards. You can store your payment credential, and you can add, update or remove payment credentials to or from your account at any time through your Account Settings page. Any refund that we owe to you will be credited to the same payment credential that you used for the original transaction. If your original payment credential is no longer available, we reserve the right to credit your refund to another payment credential in your account or by other means we deem appropriate. You agree to keep your stored payment credential(s) up to date. If we participate in a card account updater service, you authorize us to contact your card issuer or card network to obtain up-to-date information about your payment credential, and to automatically update your payment credential, including your account number or expiration date, if such information is available.
2. Your Authorization. When you provide a payment credential to us, you confirm that you are permitted to use that payment credential. When you fund a transaction, you authorize us (and our designated payment processor) to charge the full amount to the payment credential you designate for the transaction. In accordance with 2.1 above, you also authorize us to collect and store that payment credential, along with other related transaction information.
3. Preauthorization hold. If you pay by credit or debit card, we may obtain a preauthorization from the issuer of the card for an amount, which may be as high as the full price of your payment. Such preauthorization may appear as a “hold” on your credit card or funds associated with your debit card. Your card will be charged at the time you initiate a payment, or shortly thereafter. If you cancel a transaction before completion, this preauthorization may result in credit or funds not being immediately available to you until your issuer releases the hold.
4. Failed payments. If your transaction results in an overdraft or other fee from your card issuer due to going over your credit limit or having insufficient funds in your account, your card issuer may charge you a fee, and you alone are responsible for that fee.

**3. Actions We May Take**

1. At-will use. We may revoke your eligibility to make payments through Rushlink Products at any time at our sole discretion.
2. Inquiries. By using payments features through Rushlink Products, you acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.
3. Our right to cancel. We may cancel any transaction if we believe the transaction violates these Payments Terms or our other Terms, or if we believe doing so may prevent financial loss. We may also cancel any balance accumulated, transferred, assigned, or sold as a result of fraudulent or illegal behavior.
4. Payment limitations. In order to prevent financial loss to you or to us, we may place a delay on a payment for a period of time, or limit payment credentials for a transaction, or limit your ability to make a payment, or deactivate your account.
5. Sharing of information. In order to prevent financial loss to you or to us, we may contact your payment credential issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.
6. Abandoned Property. If you leave a balance unused for the period of time set forth by your state, country, or other governing body in its unclaimed property laws, or if you delete your account and leave a balance, or if we deactivate your account and you do not meet any conditions necessary to reinstate it within six (6) months, we may process your balance in accordance with our legal obligations, including by submitting funds associated with your balance to the appropriate governing body as required by law.
7. Foreign Exchange. We do not intend to exchange foreign currency. Pricing will be in US dollars. As such, you will be solely obligated for the fees and the foreign exchange rate your credit card or debit card issuer assigns to the transaction.

**4. Disputes and Reversals**

1. Customer assistance. You should contact the third party directly to resolve a dispute arising from a payment transaction. Rushlink will not be able to assist you in this process as we keep our staff small to ensure we keep your costs of using our Products low.
2. No liability for underlying transaction. If you enter into a transaction with a third party and have a dispute over the goods or services you purchased or over the donation you made, we have no liability for the goods or services underlying the transaction or for how the third party used your donation. Our only responsibility is to handle your payment transaction. All payments are final unless otherwise required by law. If you order something that becomes unavailable before it can be provided to you, you may request a refund of your payment.
3. Fraud Warning. Use of Rushlink’s payment platform to perform fraudulent transactions may result in the loss of funds with no recourse. See section 6 below for the state specific fraud notices.
4. Duty to notify us. If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction.
5. Intervention. We may intervene in disputes concerning payments that may arise between you and a developer, but we have no obligation to do so.
6. Technical difficulties. If you experience a technical failure or interruption of service that causes your payment to fail, you may request that your transaction be completed at a later time.

**5. Notices and Amendments to These Payments Terms**

1. Notice to you. By using payments features through Rushlink Products, you agree that we may communicate with you electronically any important information regarding your payments or your account. We may also provide notices to you by posting them on our website, or by sending them to an email address or street address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three (3) business days of the time sent.
2. Notice to us. Except as otherwise stated, you must send notices to us relating to payments through Rushlink Products and these Payments Terms by postal mail to: Rushlink, L.L.C. Attn: Legal Department, 611 East University Avenue, #1204 Ann Arbor, MI 48101.
3. Amendment guidelines. We may update these Payments Terms at any time without notice as we deem necessary to the full extent permitted by law. The Payments Terms in place at the time you confirm a transaction will govern that transaction.

**6. State Notices - Customer Complaints and Fraud Notices**

The following provisions will apply to users of Rushlink,Processed Payments once Rushlink begins processing payments:

1. For Alaska Residents only: If your issue is unresolved by Rushlink, please submit formal complaints with the State of Alaska, Division of Banking and Securities. Please download the form here: [http://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf/.](https://l.facebook.com/l.php?u=http%3A%2F%2Fwww.commerce.alaska.gov%2Fweb%2Fportals%2F3%2Fpub%2FDBSGeneralComplaintFormupdated.pdf&h=AT1skE86Gp4_m2567XfMM09QcAzZ8fMB_Avd6vojWFtnfbICOHSkrdQ6_dTyGnJAj15D8WNduaYQQ04AhFKNSUHWne9kZIMah583XQWU81eCjkR0pUlM0B4gLQNeLO9YiHo8chEU9ud2lLlLsrlarKGXhty1KweVauZriQ)

Submit formal complaint form with supporting documents to:

Division of Banking and Securities, PO Box 110807 Juneau, AK 99811-0807.

If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call Nine Zero Seven Four Six Five Two Five Two One

1. Arkansas users: If you have concerns with respect to the money transmission activities conducted via this website, you may contact the Arkansas State Securities at (501) 324-9260 and hotline (800) 981-4429. You can also write to 1 Commerce Way, Suite 402, Littler Rock, Arkansas 72202, or ASDInfo@Arkansas.gov. For unresolved issues, you can file a complaint online at [http://www.securities.arkansas.gov.](https://l.facebook.com/l.php?u=http%3A%2F%2Fwww.securities.arkansas.gov%2F&h=AT2dPNEU_iZ0Ia2GZ7w1CpgX1QjyWzp7n0RSo-iyFvxFSeErOI1jTjFXLKzcJ13DeDcMTBOGdDP-QRp0RZkqPulnYqoyLCftukU6B1p3iDqMy-GzCwjLh6N7uBpy_zOrPyCdClPCXGs0WLVV7-54dSL5DSw0zMeUSBNMEw)
2. California users: If you have a complaint, contact Rushlink online at [insert the email for Rushlink customer service]  or through our automated toll-free customer support line at 1-888-851-6382. If you have complaints with respect to any aspect of the money transmission activities conducted via this website, you may contact the California Department of Financial Protection and Innovation at its toll-free telephone number, 1-866-275-2677, or by mail via U.S mail at Department of Financial Protection and Innovation, Attn: Consumer Services, 2101 Arena Boulevard, Sacramento, CA 95834. You can also file a complaint online at [https://dfpi.ca.gov/file-a-complaint.](https://dfpi.ca.gov/file-a-complaint)
3. Colorado users: Entities other than FDIC insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit, are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 11, Article 110, Colorado Revised Statutes. If you have a Question about or Problem with YOUR TRANSACTION - THE MONEY YOU SENT, you must contact the Money Transmitter who processed your transaction for assistance. The Division of Banking does not have access to this information. If you are a Colorado Resident and have a Complaint about THE MONEY TRANSMITTER – THE COMPANY THAT SENT YOUR MONEY, ALL complaints must be submitted in writing. Please fill out the Complaint Form provided on the Colorado Division of Banking’s website and return it and any documentation supporting the complaint via mail or email to the Division of Banking at: Colorado Division of Banking 1560 Broadway, Suite 975 Denver, CO 80202, email: DORA\_BankingWebsite@state.co.us, website: <https://banking.colorado.gov/industry/money-transmitters>.
4. Florida users: If you are a user in the State of Florida and you still have an unresolved complaint regarding Rushlink L.L.C.’s money transmission activity after first contacting Rushlink L.L.C.., please direct your inquiry to: Florida Office of Financial Regulation, 200 E. Gaines Street, Tallahassee, FL 32399-0376, or at 1-800-848-3792.
5. Illinois users: If you are a user in the State of Illinois and you still have an unresolved complaint regarding Rushlink L.L.C.'s money transmission activity after first contacting Rushlink L.L.C., please direct your inquiry to: Illinois Department of Financial and Professional Regulation at 1-888-473-4858.
6. Maryland users: The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents regarding Rushlink L.L.C phone 1-888-784-0136. NMLS Consumer Access website is [https://www.nmlsconsumeraccess.org/](https://banking.colorado.gov/industry/money-transmitters).
7. Minnesota users: If you want to report fraud or suspected fraud, contact customer service at Rushlink L.L.C. online at [insert customer service email] or through our automated toll-free customer support line at 1-888-851-6382.
8. New York users: New York customers can direct unresolved complaints to Consumer Assistance Unit, NYS Department of Financial Services, One Commerce Plaza, Albany, NY 12257, 1-877-BANK-NYS (1-877-226-5697), [www.dfs.ny.gov/consumer/fileacomplaint.htm](https://www.dfs.ny.gov/consumer/fileacomplaint.htm).
9. Texas users: If you have a complaint, first contact Rushlink, L.L.C. custumer assistance online at the [Support Center](https://www.facebook.com/facebookpaysupport) or through our automated toll-free customer support line at 1-888-851-6382. If you still have an unresolved complaint regarding Rushlink L.L.C.’s money transmission activity, please direct your complaint to: [Texas Department of Banking](https://www.dob.texas.gov/?fbclid=IwAR1B6UbZ2vEi81OjbtG2bKeCANlp1-nxu4FJ_mT99oXDIDSPs9onzU6LSgY), 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll-free), [www.dob.texas.gov.](https://l.facebook.com/l.php?u=https%3A%2F%2Fwww.dob.texas.gov%2F&h=AT3NbO7QZ1DvYnMoRTkTFrW9p3n6xpyMMo67pmKYiT2MLgZ_mi0nrjspRboTBMYXt8R5-nQqVL1olX1bEtWLfkd8-tc-GapRr1XVs0Mr523hPRg7UB1sguZagvxwvOpBmd1KfDffsHQ0BK10C3m__X8CES2Kqtpg_-VKAQ)

**7. Additional Terms**

1. Terms of Service and conflict of terms. Our Terms apply to your use of payments features through Rushlink’s Products. In the event of any conflict between these Payments Terms and the Terms, the Payments Terms shall prevail.
2. Conflict of laws. Some countries may restrict or prohibit your ability to make payments through Rushlink’s Products. Nothing in these Payments Terms should be read to override or circumvent any such foreign laws.
3. Trade sanctions. You must not use payments features through Rushlink’s Products in connection with activities, individuals, or entities that are located in a country or region that is embargoed by the United States or that would otherwise violate applicable U.S. or non-U.S. trade sanctions.

Rushlink Groups and Events Standards

**Group/Event Creation**

Do not create groups, or events for purposes that violate our Community Standards. You should ensure that content you create, or permit to be created, complies with these standards. We may take action groups and events when they appear to have been created for purposes that violate our policies or when they are used to repeatedly or severely violate our policies. When we remove a group, or event for violating our policies, we reserve the right to block its admin(s) from creating new groups, or events with the same or similar subject matter in the future.

**Names**

Do not change the name of your group or event in a manner that significantly alters its existing purpose. Do not name your group or event with language that is profane or violates our Community Standards. You also will not merge two groups when their purposes are dissimilar.

**Accountability**

The Admin(s) are solely accountable for the content on their group and event page. Admin(s) must ensure that any promotions, and other content appearing on their group page complies with our Terms, including community standards, as well as all applicable laws, regulations and rules. You will only promote events that comply with all local and Federal rules, regulations and laws. Rushlink will not audit your compliance with such rules, regulations and laws. As such you agree that you are solely responsible for same. Accordingly, Rushlink also disavows any and all responsibility for what happens or does not happen at your event or within your organization/group. Finally, the Admins and each member or prospective member of their Group agree to (a) fully release Rushlink from liability, and (b) acknowledge that any promotion and content communicated through Rushlink as well as any events held by Groups who are on Rushlink, are in any way sponsored, endorsed, or affiliated with Rushlink.