

## TERMS & CONDITIONS OF USE UPDATED 12/10/2022

THE POSTED TERMS AND CONDITIONS ARE INTENDED TO CREATE A LEGALLY BINDING CONTRACT AND CERTAIN ACTIONS SUCH AS USE OF THE SITE AND OR PURCHASE OF THE SOFTWARE APPLICATION PRODUCT (THE "APP") IS DEEMED AN ACCEPTANCE OF SUCH TERMS

You agree that by accessing the website ("site") software or services you have read, understood, and agreed to be bound by all of these terms and conditions of use. If you do not agree with all of these terms of use, then you are expressly prohibited from using the site and you must discontinue use immediately. You represent and warrant that you have the right, authority, and capacity to enter into these terms (on behalf of yourself and or the entity that you represent). You may not access or use the site or accept the terms if you are not at least 18 years old and otherwise the site is intended for users who are between the ages of 13 and 17 without permission of and direct parental or legal guardian supervision.

Your use of the services is subject to these terms of and conditions of use and service ("terms"), may be periodically supplemented, amended, revised or changed at any time for any reason. We will alert you about any changes by updating the "last updated" date of these terms of use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these terms of use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised terms of use by your continued use of the site after the date such revised terms of use are posted. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. We reserve the right in our complete and total discretion to change or modify Terms at any time at our sole discretion without notice. Continued use of the Services after changes constitutes your acceptance of said new Terms of Service. We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice.

These Terms & Conditions Of Use includes the following which are incorporated by reference: User Agreement; Site Terms of Use; subscription fee agreement, Paypal fee and automatic withdrawal authorization or ACH Agreement; Cookie Policy; Privacy Policy; Proprietary Rights Infringement Reporting Procedures; SeedForMe App Software License Agreement; API Terms of Use; any and all third-party agreements referenced herein.

By accessing or using the site, you are accepting these terms on behalf of yourself as well as for the entity that you represent, by way of being approved by and under the supervision of the Board of Directors directly or through an Officer or Director, which includes that you have a pre-defined and pre-approved budget. Get permission from the charity to use SeedForMe. For example, see FL Statute 496. You must have permission or approval from the Board of Directors or their Appointees to use logos with SeedForMe

signatures in emails and texts from the: A) Tax-exempt organization ('Non-profit' or 'Charity') whom you are a Missionary or Minister with and B) 'Business' ('For-Profit Company,' 'Employer' or the like. Approval to use SeedForMe is predicated on said board approval and supervision, and deemed automatic for board members, corporate officers (president, VP, etc) or employees in charity's administrative management.

Inherent Authority / Express Authority: There is no joint venture, partnership, employment or agency relationship created between SeedForMe and you, the Charity you are a Missionary or Minister with, or the Business you are with.

Accounts. To use certain features of the Website/Platform, you must register (signup) for an account ("Account") and provide certain information about yourself as prompted by the account registration form. To open an account you must be with and approved by the Board of Directors of your 'Charity' ('Tax-Exempt Organization') such as a 501(c)3, either as an Missionary, Minister, employee, officer, director, Independent Contractor and or member or volunteer considered to be a 'Deputized Fundraiser' of the Charity in keeping with the following from EFCA (Evangelical Financial Council for Financial Accountability:

"Deputized fundraising is practiced by many ministries, particularly mission agencies and evangelistically oriented ministries. The practice is sometimes referred to as "self-supported," "deputational," or "staff support raising." The concept is a wholesome and elective alternative to traditional fundraising methods. "It utilizes those most intimate and involved with the charitable program to present funding needs not to strangers but primarily those who know their competence and character," says George R. "Chip" Grange, Gammon & Grange.

Under the deputized fundraising approach, the ministry generally determines an amount each staff member is responsible to raise. Funds raised are often recorded in a support account for each worker. Charges are made against the support account to fund the staff member's particular sphere of the organization's ministry. These support account charges may include amounts for the ministry's overhead expenses. Even the IRS has acknowledged that deputized fundraising is a widespread and legitimate practice and the contributions properly raised by this method are tax deductible. How does a ministry properly raise funds using the deputized concept? The IRS proposes two general tests to determine whether a tax-deductible contribution was made to or for the use of a ministry, or if a gift is a non-deductible pass-through to a particular individual who ultimately benefited from the contribution:

The "first test is whether the contributor's intent in making the donation was to benefit the ministry itself or the individual. This is called the "intended benefit" test. The second test is whether the ministry has full control of the donated funds and discretion as to their use, so as to ensure that they will be used to carry out its functions and purposes. This is called the "control test." But how does a ministry know if the "intended benefit" and "control" tests have been met? Unfortunately, the IRS provides little guidance on these tests. Unfortunately, the IRS provides little guidance on these tests. Ministries, with advice from

their CPAs and attorneys, have no choice but to design their action plan without any bright-line test, or clear safe harbors. Let's take a closer look at the two tests:

[1] Intended benefit test. The IRS has provided the following suggested language for use in donor receipts to help clarify the record of the true intentions of a donor at the time of the contribution: "This contribution is made with the understanding that the ministry has complete control and administration over the use of the donated funds." Thus, use of this language should provide strong evidence of both donor intent and organizational control in the deputized fundraising context. But when should a donor understand whether to make a gift to a ministry that has complete control and administration over his or her gift? ECFA suggests that the best time for this understanding to occur is at the point of solicitation—before the gift is ever made. Truthfulness in fundraising is one of ECFA's basic tenets. And using the suggested wording at the point of solicitation is the best way to communicate the pertinent facts to the prospective donor before the donation is made. The IRS has indicated that the following language in solicitations for contributions, with no conflicting language in the solicitations and no conflicting understandings between the parties, will help show that the qualified donee has exercised the necessary control over contributions, that the donor has reason to know that the qualified donee has the necessary control and discretion over contributions, and that the donor intends that the qualified donee is the actual recipient of the contributions: Contributions are solicited with the understanding that the ministry has complete discretion and control over the use of all donated funds.

[2] Control Test. The IRS uses the phrase "discretion and control" with respect to a ministry's obligation over deputized funds. Informally, the IRS has stated that discretion and control may be evidenced by such factors as adequate selection and supervision of the self-supported worker, and formalizing a budget that establishes the compensation and expenses of each deputized individual. Establishing compensation and expense reimbursements with reference to considerations other than an amount of money a deputized fundraiser collects is very important. For a complete list of the factors indicating adequate discretion and control, see the box below.

The following is a review of issues that should be considered by ministries using the deputized fundraising approach:

[1] Determine how to put donors on notice that you will exercise discretion and control over the donations. Using the IRS recommended language in solicitations—written or verbal—and on receipts is recommended.

[2] Be sure your ministry consistently communicates with your donors. Eliminating written conflicts between solicitation letters (including "prayer" letters), donor response forms, deputized worker training materials, receipts and other related documents can be accomplished by a careful review of your current documents. It is also important to establish procedures to ensure that the reviews are ongoing. The more daunting task is the proper training and continuing reinforcement to self-supported workers of the need to clearly and consistently communicate the discretion and control concept to donors.

[3] Use appropriate terminology when communicating with donors. Since the ministry should not commit that contributions will be paid as salary or expenses to a particular person, self-supported workers should never imply the opposite, verbally or in writing. A donor may indicate a preference that a gift to a charity be used to support the ministry of a certain individual, and the charity may track the dollars based on the preference. But the ministry and the deputized worker should refrain from any inference that the contributions will be paid as salary or expenses to the worker. This is a fine line but one that should be observed.

[4] Avoid passing amounts raised by a particular worker to that worker. Since the ministry should not commit that contributions raised by a particular worker will be paid to the worker as salary, fringe benefits and expense reimbursements, it is important that the ministry's practices match the commitment. If every dollar raised by a worker for the ministry is spent on the worker, this is indicative of the ministry's lack of discretion and control over the funds.

[5] Clear communication with donors about the discretion and control issue not only places the donor on notice, it serves to reinforce this concept in the mind of the deputized worker. Too often, self-supported workers assume they have an element of personal ownership of funds that they raise for the ministry. For example, when the worker leaves the employment of charity A, he may mistakenly believe that the balance in his account will be transferred to charity B, where he will be employed. While a transfer to charity B may be appropriate, it is not required.

Factors Demonstrating Control and Discretion Over the Deputized Fundraising Process. According to the IRS, ministries that receive revenues through deputized fundraising: According to the IRS, ministries that receive revenues through deputized fundraising—through individual missionaries, staff members, or volunteers conducting grass-roots fundraising to support the organization—can demonstrate control and discretion by the following factors:

[A] Control by the governing body of donated funds through a budgetary process;

[B] Consistent exercise by the ministry's governing body of responsibility for establishing, reviewing and monitoring the programs and policies of the organization;

[C] Staff salaries set by the ministry according to a salary schedule approved by the governing body. Salaries must be set by reference to considerations other than and amount of money a deputized fundraiser collects. There can be no commitments that contributions will be paid as salary or expenses to a particular person;

[D] Amounts paid as salary, to the extent required by the Internal Revenue Code, reported as compensation on Form W-2 or Form 1099-MISC;

[E] Reimbursements of legitimate ministry expenses approved by the ministry, pursuant to guidelines approved by the governing body. Reimbursement must be set by considerations other than the amount of money a deputized fundraiser collects;

[F] Thorough screening of potential staff members pursuant to qualifications established by the ministry that are related to its exempt purposes and not principally related to the amount of funds that may be raised by the staff members;

[G] Meaningful training, development, and supervision of staff members;

[H] Staff members assigned to programs and project locations by the ministry based upon its assessment of each staff member's skills and training, and the specific needs of the ministry;

[I] Regular communication to donors of the ministry's full control and discretion over all its programs and funds through such means as newsletters, solicitation literature, and donor receipts; and

[J] The "financial policies and practices of the ministry annually reviewed by an audit committee, a majority of whose members are not employees of the ministry.

This text is provided with the understanding that ECFA is not rendering legal, accounting, or other professional advice or service. Professional advice on specific issues should be sought from an accountant, lawyer, or other professional." The above review of Deputized Fundraisers is from ECFA (Evangelical Council for Financial Accountability). <https://www.ecfa.org/Content/Deputized-Fundraising-The-Basics-NPO>

Discretion & Control. A User of SeedForMe platform may try to raise a certain amount of funds for a mission or ministry. If every dollar raised by a Worker for the charity is spent on the Worker, this is indicative of the charity's lack of discretion and control over the funds. Further, if a Missionary or Minister is not able to use the funds raised for whatever reason the money is not the Missionary's or Minister's, the charity has full discretion and control of the money, and the intention of donors must be to benefit the charity not the individual; contributions are made with the understanding that the done organization has complete discretion and control over the use of the donated funds.

We reserve the right to verify your information with any source and you will provide a driver's license, social security number, tax return(s) and related information, or any other document if requested. I understand that the Company will use this information for verification purposes only and not provide this information to a third party unless my written consent is obtained. I further agree to release SeedForMe, its employees as well as anyone who handled the information, from any liability for any damage which may result from providing the requested information or failure on my part to remain or be allowed to be a user of SeedForMe. It is your duty to change or update the Charity

documents in your User account and otherwise keep the information current; Articles of Incorporation, Bylaws, charity tax return, IRS Determination letter, 990 tax return or information, your approval from the board to be a missionary or minister deputized for fundraising and your budget which is preapproved and predefined by the board of your charity.

STATE REQUIREMENTS. EVERY STATE HAS REQUIREMENTS CHARITIES MUST COMPLY WITH FOR DISCLOSURES, REGISTRATIONS AND THE LIKE, THE INTENT OF WHICH IS THAT YOU DON'T STEAL, DON'T CHEAT, DON'T LIE; YOU MUST NOT SUBMIT FALSE, MISLEADING OR INACCURATE INFORMATION WHICH WILL THEN BE SUPPLIED TO THE PUBLIC THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO MISLEADING STATEMENTS TO THE EFFECT THAT ANY OTHER PERSON OR ORGANIZATION SPONSORS OR ENDORSES SUCH SOLICITATION, APPROVES OF ITS PURPOSE, OR IS CONNECTED THEREWITH, WHEN THAT PERSON OR ORGANIZATION HAS NOT GIVEN WRITTEN CONSENT TO THE USE OF ITS NAME, NOR MAY YOU REPRESENT THAT THE CONTRIBUTION IS FOR OR ON BEHALF OF A CHARITABLE ORGANIZATION OR SPONSOR OR TO USE ANY EMBLEM, DEVICE, OR PRINTED OR ELECTRONIC MATTER BELONGING TO OR ASSOCIATED WITH A CHARITABLE ORGANIZATION OR SPONSOR, WITHOUT FIRST BEING AUTHORIZED IN WRITING TO DO SO BY THE CHARITABLE ORGANIZATION OR SPONSOR.

The IRS determines whether charities are tax-exempt organizations; donations are tax deductible or not. We make no statement as to charities complying with disclosure(s) or as to their IRS determination.

You agree and acknowledge that you will follow state and federal requirements and hold harmless and indemnify SeedForMe for any and all omissions or acts in this regard. See 'about mission' section for state disclosure(s).

Donate At Your Own Risk. SeedForMe does not endorse any fundraiser, user or the like. Content is for informational purposes only. We do not evaluate user content nor do we do guarantee expressly or impliedly, represent, affirm or even speculate whether or not the information posted on our platform is accurate, complete, inherently reliable or timely, in any manner whatsoever. Know the charity yourself personally by for example visiting, calling their leadership, checking their documents with various states and other due diligence methods.

Preference. Donations are 'Preferred' for a missionary or minister. This means that all donations go to that charity, not to an individual but that Donors can indicate a 'Preference' that a Donation or Gift to a charity be used to support the ministry or missions of a certain individual and the charity may track the dollars based on the 'Preference,' but the Charity and the deputized worker should refrain from any inference that the contributions will be paid as salary or expenses to the Worker. The Charity must avoid passing amounts raised by a particular Worker to that Worker.

What Bank Account Does Donation Money Go To? Each charity is required to set up a PayPal account and have the money go directly to the charity. Any and all donations are directly and immediately without any delay collected by the tax-exempt organization. Money does not touch any SeedForMe bank account at any time. SeedForMe is not a bank, credit union, broker or the like and at the present time does not take any percentage or participate in way with PayPal whose rate is around 2.2% plus \$.30/transaction. Paypal and or other service provide Terms and Conditions are incorporated by reference herein.

Charities, missionaries and ministers as users representing charities, not SeedForMe, are solely responsible for any and all donation receipts and interaction thereof with donors notwithstanding platform email confirmation of transactions, and to follow state and federal law regarding confirmations, receipts, posting notice as to deductibility or not of the donation, and the like.

Community Standards – You will be truthful and accurate. You acknowledge and agree SeedForMe refuses to celebrate by way of its artistic expression that which is contrary to the covenant and creeds of the King James Bible and the following statement of faith, together with the 10 commandments given to Moses, and you may not compel SeedForMe programming, artwork, and materials otherwise to be used for missions or ministry disagreeable to the celebration of biblical precepts and teachings, in SeedForMe's sole and complete discretion. Important note regarding acceptance: creative artistic expressions used to celebrate Judeo-Christian values generally, not for your particular mission or ministry. As such we retain, hold and maintain discretion and control over who we serve. We are not celebrating your particular event, rather we are celebrating the what the bible says, for example we will not celebrate your wedding because marriage is biblically between a man and a woman to express the covenant god has with us through his son Jesus Christ, and life begins at conception and abortion is murder so we do not celebrate your abortion rather we admonish that thou shall not murder, and otherwise as stated Trusting in Jesus Christ as my Savior, we believe in One God, eternally existent in three persons, Father, Son and Holy Spirit. God the Father Almighty, Maker of heaven and earth. The Deity of our Lord, Jesus Christ, God's only Son, conceived of the Holy Spirit, born of the virgin Mary; His vicarious death for our sins through which we receive eternal life; His bodily resurrection and personal return. The presence and power of the Holy Spirit in the work of regeneration. The Bible as the inspired Word of God. All officers, directors, members, advisory council members and staff of SeedForMe, shall, as a condition of their employment or membership in SeedForMe acknowledge in writing their acceptance of, and agreement with the above Statement of Faith. Users acknowledge and agree to these Community Standards in their entirety. You waive all moral rights in your Use of Site, Contributions and the like, and you warrant that moral rights have not otherwise been asserted in your Use, intended use, Contributions and the like.

Prohibited Activities. You may not access or use the Site for any purpose other than that for which we make the Site available. As a user of the Site, YOU AGREE NOT TO:

1. USE SPAM EMAILS OR TEXTS ALL EMAIL RECIEPTS ARE INTENDED AND REQUIRED TO BE CONTACTS KNOWN TO YOU. IF YOU VIOLATE THE TERMS AND CONDITIONS THE PENALTIES BY THE STATES ATTORNEY GENERAL AND OR THE FEDERAL TRADE COMMISSION ARE SEVERE AND YOU INDEMNIFY SEEDFORME, OWNERS, ASSIGNS FROM ALL ACTS ON YOUR PART. YOU ARE TO ONLY SEND TO PEOPLE YOU REGULARY DO BUSINESS WITH NOT DATA MINE AND MASS EMAIL, SAME FOR TEXTING. NO PYRAMID SCHEMES OR UNAUTHORIZED ADVERTISING OR MASS TEXTING OR EMAILING SITE MATERIAL(S) IS ALLOWED.
2. Systematically retrieve data or content to compile or collect a database from the Site without written permission.
3. Make any unauthorized use of the Site, including A) collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses, B) You will not infringe on proprietary rights of SeedForMe or any third-party.
4. Have anyone sign up and subscribe for you.
5. Advertise on the site to try and sell any goods or services or use the Site in any commercial endeavor except by written permission from SeedForMe.
6. Engage in pyramid schemes or unauthorized promotions, contests or the like are allowed.
7. Disable, circumvent or otherwise tamper with any security feature or technology on the Site.
8. Involve yourself or others in unauthorized linking to the Site or framing.
9. Participate in or cause automated messages such as robots, spiders, data mining or extraction tools.
10. Meddle or intervene with services such that it creates an undue burden on the Site or Users.
11. Utilize the Site in any way to harass, abuse, or harm another person.
12. Utilize the Site to compete with us, in any manner, sell material from Site or impact Users in a way that may cause harm to Site or engage in marketing, harvesting or any similar activity.
13. Reverse engineer the Site or any materials.
14. Misrepresent, defraud, trick or the like anyone in connection with the site for any reason. i.e. to get another's password and username.
15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
16. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
17. Utilize site inconsistent with applicable state or federal law(s).
18. Make improper use of our support services or submit false reports of abuse or misconduct.
19. Engage ill any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robot-s, or similar data gathering and extraction tools.



20. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
21. Try to impersonate someone else or use their username or password.
22. Offer for sale or otherwise sell your profile.
23. Harass anyone in customer service or anyone with SeedForMe as it relates to service, the Site or the like.
24. Remove intellectual property notices from content i.e. copyright(s), servicemark(s), trademark(s).
25. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
26. Upload, transmit or attempt thereof any viruses.
27. Modify the site, tamper or disturb otherwise the Site, code, functionality and the like.
28. Upload, transmit or attempt thereof any passive or active information collection or transmission mechanism including but not limited to for example cookies, web bugs, "gifs," 1 x1 pixels or spyware.
29. Denigrate, defame or otherwise harm in our sole opinion, us or the Site.
30. Use the Site in a manner inconsistent with any applicable laws or regulations.
26. Use Site in contravention of Community Standards noted above included by reference here, for example not to post obscenity, fraud, child pornography, speech integral to illegal conduct, speech that incites imminent lawless action, speech that violates intellectual property law.
31. Hold or offer promotions, contests, competitions, giveaways, sweepstakes or the like.
32. Use or post information that you do not have firsthand knowledge or experience with the person or entity being used or posted, nor should use or posts contain offensive profanity, abusive, denigrative racist statements, or references not in keeping with the Community Standards herein, in our sole discretion, or otherwise be illegal, obscene, fraudulent, pornographic, speech integral to illegal activities conspired or conduct otherwise, or speech that incites imminent lawless action, threats of personal harm and the like, as well as competitor affiliation negative, defamatory or disparaging.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site. We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; or (3) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site which includes but is not limited to wholly or partially, at any time, modifying, suspending or discontinuing the Site with or without notice to you. SeedForMe has the right to inform third parties you are in relationship with at the charity of the reasons involved in the suspension or termination, without liability. If your account is suspended or terminated SeedForMe will make efforts to allow you access to retain the information for 60 days.

This agreement is effective until terminated by either party. You may terminate this agreement at any time by destroying all materials obtained from Site and all related

documentation and all copies and installations thereof, whether made under the terms of this agreement or otherwise. This agreement will terminate immediately without notice from SeedForMe if in sole discretion you fail to comply with any term or provision of this agreement. Upon termination, you must destroy all materials obtained from Site and all copies thereof, whether made under the terms of this agreement or otherwise.

**Definitions Of What We Take Down.** That which is contrary to the Bible, either as being filthy based on the moral awareness that things and content are evil such as sex trafficking, trafficking of children, prostitution, fraud, coercion, hate speech, violent content, pornography harassment, rape related content, bullying, incitement of terrorism, false propaganda created and spread by hostile foreign governments, lewdness, obscenity, pornography, calls for genocide or race-based violence, disinformation regarding Covid-19 vaccines, fraudulent schemes, egregious violations of personal privacy, counterfeit goods and other violations of intellectual property rights, conspiracy theories denying the Holocaust or 9/11, and dangerous computer viruses, suicide, drug and alcohol abuse, rape culture including victim blaming, slut shaming, and masculine-aggressive sexuality posts featuring violence. In addition, we will make efforts to remove or actually remove any content if we have a good faith reasonable belief that it infringes copyright or intellectual property protection.

**Protection for "Good Samaritan" blocking and screening of offensive material**  
(1) Treatment of publisher or speaker - No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information span provider. (2) Civil liability - No provider or user of an interactive computer service shall be held liable on account of (A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected; or (B) any action taken to enable or make available to information span providers or others the technical means to restrict access to material described in paragraph

SeedForMe is an unincorporated nonprofit that works with associations churches and or as a para-church ministry or integrated auxiliary mission society. The church's as stated herein have sole judgment of who should be their ministers/in ministry; ministerial calling. The church's as stated herein have ecclesiastical jurisdiction to resolve issues of doctrine, ecclesiastical polity and administration selection, discipline & conditions of appoint of clergy. You consent to give SeedForMe express authority by way of a limited power of attorney or as a quasi-overseer for the limited purposes of discipline as SeedForMe sees fit, in its arbitrary and capricious and otherwise unlimited discretion i.e. you won't use the software to advance anti-standards or that which is not in keeping with King James' version of the Bible as interpreted by SeedForMe, or otherwise do prohibited activities as interpreted in the sole discretion of SeedForMe.

The First Amendment of the United States Constitution protects freedom to operate consistent with one's faith. We operate based on our faith and the Community Standards herein. If you live in a state with rules contrary to Florida's ie Oregon's BOLI penalizing

when not in good conscience employ their artistic talents to express a message celebrating a same sex wedding – then you are prohibited from using the Site. Unless otherwise specified, the materials in the site are presented solely for the purpose of promoting programs, applications, and other products available in the United States, its territories, possessions, and protectorates. This site is controlled and operated (based in) the state of Florida from its offices within the state of Florida, United States of America. SeedForMe makes no representation that materials in the site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or reexported (1) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; (3) by anyone who is domiciled in a state that conflicts with the Ecclesiastical Autonomy Doctrine by way of efforts to bog down SeedForMe to be hauled into court on first amendment causes of action or otherwise in lieu of Church Autonomy Doctrine. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, or in a state that has conflicting jurisdictional issues with respect to first amendment freedom of speech contrary to Florida's, or otherwise contradicts the autonomy SeedForMe enjoys as SeedForMe is an unincorporated nonprofit that works with associations churches and or as a para-church ministry or integrated auxiliary mission society.

**Non-Public Mode. & Deleting Account.** You may delete your Account at any time, for any reason. If you change or deactivate your mobile phone number or email address you will promptly update your account information to help make sure your messages are not sent to someone else who may end up with your old phone number.

**Confidentiality In Regard To Security Of Information.** You agree to keep your password confidential and will be responsible for all use of your account and password. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**Information Exchange & Security** (1) Parts of our Service may require you register and agree to third-party service providers such as payment processors we have contracts with to avail yourself of their services. You agree we may exchange information with third parties to provide services and have read and agree to the [privacy policy](#). (2) Before receiving or continuing to receive Protected Information, SeedForMe will implement and maintain an information security program designed to protect Information Processing System(s) and media containing Protected Information from internal and external security threats, and Protected Information from unauthorized disclosure. (3) SeedForMe will have

an information security policy that is approved by SeedForMe's management and is published and communicated to all SeedForMe Workforce. SeedForMe will ensure that its Extended Workforce (Programmers, third party service providers such as accountants and lawyers of SeedForMe) have a similar policy and process. SeedForMe will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness. SeedForMe will ensure that its Extended Workforce has a similar policy review process.

**Storage or Access outside the United States.** SeedForMe uses various servers with preference for those in the United States of America however information is allowed to be stored (Protected Information) at locations outside the United States or access to Protected Information or Information Processing System(s) containing Protected Information by parties outside the United States via remote access, and release to the parties occurs from day to day in the course of programming and operating the Site. You consent that SeedForMe is allowed to store/access, perform a risk assessment to identify and mitigate risks to Protected Information from this storage/access, try best efforts to impose the same requirements on its Extended Workforce and is not responsible for misconduct by its Extended Workforce's compliance; you fully indemnify and hold harmless SeedForMe for any breach of information. **Keep Retain Non Credit Card Info.** If the payment gateway or provider i.e. PayPal, Visa, American Express allows keeping credit card information for recurring payments of SeedForMe subscriptions and donations, you will follow their Terms and Conditions which are incorporated by reference here and hold harmless SeedForMe in the same manner as discussed immediately above for any breach of information.

Furthermore, We will make a reasonably good faith effort to secure the data given the sensitive nature of missions projects and will constantly try to improve in this regard. Your common sense is required. Certain of the site allows public display such as prayer posting and user biographical, email, organization name and other information you provide may be displayed to facilitate services. Do not post anything that you would not want someone else to see.

**Responsibilities Cooperation and indemnification. - Taxes.** You are responsible for taxes. To have an account you attest under penalty of perjury that you either authorized by a tax-exempt organization who has an IRS determination letter and related tax identification number. We do not represent, give warranty, claim or otherwise determine if donations or any aspect of interaction such as processor payment cost and fees are able to be claimed as deductions or qualify for any tax credit of any nature whatsoever. You are required to understand, know and determine if any taxes apply to donations you receive or give through use of service, and it is solely your responsibility to figure out what is owed, collect the proper amount, remit to treasury or other tax authority any and all taxes due, to know whether the charity is in compliance with IRS requirements including but not limited to tax filing, reporting, handling of money in accordance with guidelines and laws, and you are required to know anyone otherwise whom you are supposed to notify and to notify others including SeedForMe. This includes taxes related to income, capital gains, unrelated business income, VAT, GST, payroll withholding tax for social security and Medicaid, local

sales tax and any other taxes. If there is ever an audit of SeedForMe you will comply with any and all requests for information including providing tax returns, and correspondences relating to the matter, whether legally privileged or not.

Third-parties. GuideStar is a third-party that may be used to confirm information relating to various charities and or who may receive information about donations made and otherwise may be in a licensing relationship with SeedForMe. You acknowledge receipt of good and valuable consideration the receipt and sufficiency of which is now acknowledged by you and SeedForMe, and that GuideStar may enforce provisions of these Terms and Conditions with respect to data exchanged or provided.

Part of sharing and functionality of the Site involves third-party linking such as to email, text (iOS Apple) and What's App and 'friends' otherwise such as Facebook. You represent and warrant you have permission and authorization to link and will not be in breach of terms and conditions of those parties including non-infringement, and you will control the privacy settings as you see fit or choose. You give us permission to access these and other such areas and obtain information related for the purpose of functionality of Site and agree and acknowledge that you alone are required to make sure you have permission from said third-parties.. If the third-party is no longer providing service that is between you and them. We are not responsible for any content in this regard.

Third-Party Websites & Content. The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). SeedForMe is not responsible for any third-party links or advertisements or the like. Use such content at your own risk. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. Make whatever investigation you feel necessary or appropriate before proceeding with any transaction, as we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused

to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

**Advertisements.** We do not allow advertisements at this time except educational material which is the basis for planned giving wherein educational resources are allowed that may lead to engagement with your professionals or not. We do not charge for this. Seek independent legal, accounting, tax and any other professional advice. You are free to use the information or material or not. Advertisers must take full responsibility for any advertisements placed and any related outcomes. Advertisers acknowledge and agree they have legal authority to place ads and provide copyrighted materials for use in Site and otherwise are not in violation of any intellectual property and are in good standing with any applicable rules and regulations, and are not planning or assisting solicitation for or on behalf of any charity; neither Doctor-Financial, Charitable Trust Administrators Inc., GA Repple & Co., nor SeedForMe are affiliated with nor working for or on behalf of any charity or getting in-between charities and donors to increase donations. Any discussion is merely educational unless a professional advice relationship is pursued by a potential donor, to whom which the advice relationship would be to; not the charity. SeedForMe does not introduce donors to professionals and does not help professionals with contracts or work. SeedForMe merely makes the Site available to enable Users and visitors to become familiar with various concepts related to missions and ministry funding in an educational manner, not specific to individual circumstances nor to be relied on. Note, advertisements are subject to our Digital Millennium Copyright Act ("DMCA") Notice and Policy provisions herein.

**Digital Millennium Copyright Act (DMCA) Notice And Policy.** If you have a reasonable good faith belief the material violates the copyright(s) of others notify Designated Copyright Agent using the contact information provided below. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Based on federal law you may be held liable for damages if you make material misrepresentations; if you are not sure that material located on or linked to by the Site infringes your copyright, contact a lawyer.

**Notification requirements.** DMCA 17 U.S.C. § 512(c)(3) and include the following information: (A) A physical or electronic signature of a person authorized for whomever is allegedly infringed; (2) Identify copyrighted work claimed to have been infringed, or the representative (3) Identify material that claimed to be infringing that is to be removed or access to which is to be disabled, and information reasonably; (4) provide contact info for the complaining party, such as an address, telephone number, and, if available, an email address; (5) give a statement that the complaining party has a good faith reasonable belief how materials are being used in an unauthorized or illegal way; (6) under penalty of perjury, state the info is accurate and complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**Counter Notification.** If you believe your copyrighted material was removed from the Site by mistake or misidentification, submit a written counter notification to using the contact

information provided below. Include substantially the following: (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled; (2) state that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located; (3) acknowledge you will accept service of process from the party that filed the Notification or the party's agent; (4) your name, address, and telephone number; (5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (6) your physical or electronic signature. We will make reasonable efforts to restore your material pending notice of claim(s) otherwise or act based on notice from the court(s).

There are no refunds for any DCMA takedown for any party for any reason.

**Representations, Warranties & Covenants.** User representations. By using the Site, you represent and warrant and covenant that: Site is offered and provided to celebrate Biblical ideas, truths and beliefs only, supporting the expression of Biblical ideas, truths and beliefs only, and are not for the celebration of your ideas or beliefs, nor are is any ultimate work product to support your event per se. Marketplace ministers hear the word and do all sorts of things contrary to the absolutes of the Bible and SeedForMe cannot and will not be compelled to use its artistic expression to advance that which is contrary to the Bible. You represent, warranty and covenant that want to tell the Good News or Gospel of Jesus Christ, are called, qualified (trained and under seasoned missions or pastoral leadership in good moral standing) and will voluntarily suspend your account if your status changes such that it would cause embarrassment to the cause of the good news. You have the legal capacity and you agree to comply with these Terms of Use, you are not under the age of 13 and if you are between 13 and 17 you have received parental permission to use the Website and will have their constant guardianship (guidance). You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise. You will not use the Site for any illegal or unauthorized purpose including but not limited to deceive visitors, users, donors or potential donor and otherwise your use of the Site will not violate any applicable law or regulation and will comply with Community Standards and comply with Prohibited Activities. Further, that all donations contributed to your mission will be used only as set forth in your post and be directly made to a bona fide tax exempt organization as defined by the U.S. Internal Revenue Service (Department of Treasury), consistent with the standards herein, requiring board approval of you as a missionary, minister, deputized fundraiser with a predefined budget. Further, that you are currently in compliance with all relevant and applicable financial reporting obligations, laws, regulations, tax reporting, political contribution requirements, asset disclosures and you will not violate the rights, interfere or infringe upon rights of others as provided herein.

Any and all information and content that a user submits to, or uses with, the Site such as content in your profile or postings you are solely responsible for and assume all risks associated therewith including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your user content that personally identifies you or any third

party. You represent and warrant that your user content does not violate our Community Standards. You may not represent that your user content in any way is sponsored, endorsed or approved by SeedForMe. As you alone are totally responsible for your User Content you may be exposed to liability if your user content violates Community Standards or these Terms and Conditions otherwise. SeedForMe is not obligated to backup any user content, and your user Content may be deleted at any time without notice. You are completely and solely responsible for making your own backup copies of your User Content if you so desire. Your interactions with other site users are solely between you and any site user, we are under no obligation to become involved. We make no guarantees regarding the accuracy, currency, suitability or quality of any user content. SeedForMe will not be responsible for any loss or damage incurred as the result of any interactions with you and other site users. You are completely aware of, recognize and agree that the Company will have no obligation whatsoever to provide you with any support, help, assistance, maintenance, or repairs in connection with the Site.

By posting to any part of the Site or linking from your account to social networks, message boards, online forums and the like, you grant, represent and warrant broadcasts of materials including but not limited to photos, alpha numeric comments and the like are non-confidential and not owned by you; we have full consent and authority to exploit or do what we want with Your Contributions including anything at our discretion with respect to publishing, trademark, servicemark and privacy, your voice, image and likeness, as well as derivative works, provided you do not and will not infringe on proprietary rights of any third party and that you are the creator and or have the right to use said property. Further, that you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner with respect to Site. Moreover, your Contributions are truthful (no misrepresentation), are not unsolicited or unauthorized advertising, are not contrary to the Community Standards herein

You hereby grant, represent and warrant that you have the right to grant SeedForMe an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your user content and to grant sublicenses of the forgoing rights, solely for the purposes of including your user content in the Site. You hereby irrevocable waive and agree to cause to be waived any claims and assertions of moral rights or attribution with respect to your user content.

You alone are responsible for your contributions and you expressly agree to exonerate us from responsibility totally and completely and to refrain from any legal action against us regarding your Contributions. In our sole discretion we have the right to edit, modify and change any Contributions without notice. Notwithstanding, we do not have a duty to monitor your Contributions. Lastly, we reserve the right to modify or discard username in our sole discretion if we deem it inappropriate, obscene, or improper.



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In the event you download software from the site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by SeedForMe, who does not transfer title to the Software to you. You own the medium on which the Software is recorded, but SeedForMe retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

LIQUIDATED DAMAGES. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE NON ADHERENCE TO THE COMMUNITY STANDARDS AND PROHIBITED CONDUCT SHALL GIVE RISE TO LIQUIDATED DAMAGES AND NOT PENALTIES. AMOUNT SPECIFIED: \$10,000, PER DAY PER BREACH OF COMMUNITY STANDARDS AND OR PROHIBITED CONDUCT IF SAID CONDUCT IS BY A COMPETITOR WHETHER OR NOT MASED THROUGH A USER OR DIRECTLY. FURTHER ACKNOWLEDGE THAT (I) THE AMOUNT OF LOSS OR DAMAGES LIKELY TO BE INCURRED BY THE HOLDER IS INCAPABLE OR IS DIFFICULT TO PRECISELY ESTIMATE, (II) THE AMOUNTS SPECIFIED BEAR A REASONABLE PROPORTION AND ARE NOT PLAINLY OR GROSSLY DISPROPORTIONATE TO THE PROBABLE LOSS LIKELY TO BE INCURRED BY SEEDFORME, AND (III) THE PARTIES HAVE BEEN REPRESENTED BY ABLE LEGAL AND FINANCIAL COUNSEL OR DECLINED KNOWINGLY TO DO SO, AND NEGOTIATED THIS AGREEMENT AT ARM'S LENGTH.

CONFESSION OF JUDGEMENT. THE PARTIES HEREBY AUTHORIZE ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD IN ANY COUNTY IN THE STATE OF FLORIDA OR ELSEWHERE WHERE A USER HAS A PLACE OF BUSINESS, SIGNED THIS AGREEMENT OR CAN BE FOUND, AFTER THE SEEDFORME DECLARES A DEFAULT AND ACCELERATES THE BALANCES DUE UNDER THIS AGREEMENT - WHETHER SUBSCRIPTION FEE RELATED, TO ENFORCE A COMMITTED SACRIFICIAL PAYMENT PROMISE OR \$10,000 LIQUIDATED DAMAGES PER DAY STATED IMMEDIATELY ABOVE - TO WAIVE THE ISSUANCE OF SERVICE OF PROCESS AND CONFESS JUDGMENT AGAINST THE USER IN FAVOR OF THE SEEDFORME FOR THE AMOUNTS THEN APPEARING DUE, TOGETHER WITH THE COSTS OF SUIT, AND THEREUPON TO RELEASE ALL

ERRORS AND WAIVE ALL RIGHT OF APPEAL AND STAY OF EXECUTION. THE PARTIES AGREE AND CONSENT THAT THE ATTORNEY CONFESSING JUDGMENT ON BEHALF OF THE PARTIES HEREUNDER MAY ALSO BE COUNSEL TO SEEDFORME OR ANY OF ITS RESPECTIVE AFFILIATES, WAIVES ANY CONFLICT OF INTEREST WHICH MIGHT OTHERWISE ARISE, AND CONSENTS TO SEEDFORME PAYING SUCH CONFESSING ATTORNEY A LEGAL FEE OR ALLOWING SUCH ATTORNEY'S FEES TO BE PAID FROM ANY PROCEEDS OF COLLECTION OF THIS AGREEMENT OR COLLATERAL SECURITY THEREFOR.

Mark use guidelines. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

Apple and Android Devices. The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, (noting SeedForMe does not provide or give any refunds under any circumstances and has disclaimed any and all warranties of this nature and otherwise) if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof. You acknowledge and agree Apple and or its distributors has the right to enforce these Terms and Conditions against you with respect to their software in addition to SeedForMe doing the same.

Non-Solicitation: The Technology Evaluator, their affiliates, subsidiaries and representatives will not, from the date of this Agreement until September 24, 2039 or the

duration of intellectual property protection, whichever is longer, directly or indirectly solicit for employment or employ any person who is now employed or retained by the Owner or any affiliate of the Owner without the prior written consent of the Owner.

Non-Competition ownership and title: Other than with the express written consent of the Owner, which consent and or contracting may not be unreasonably withheld, the Technology Evaluator will not, from the date of this Agreement until September 24, 2039, or the length of the intellectual property protections, whichever is longer, be directly or indirectly involved with a business which is in direct competition with the business lines of the Owner that are the subject of this Agreement. Ownership and Title: Nothing contained in this Agreement will grant to or create in the Technology Evaluator, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Owner. In addition, any work directed to be performed and actually performed by the Technology Evaluator will be property of Owner.

Remedies: The Technology Evaluator agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Owner. Accordingly, the Technology Evaluator agrees that the Owner is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Technology Evaluator and any agents of the Technology Evaluator, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

If a ICC or court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Owner and the Technology Evaluator that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Technology Evaluator to give the Owner the broadest possible protection to maintain the confidentiality of the Confidential Information.

No failure or delay by the Owner in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Owner and the Technology Evaluator.

Service Provider Fees – Mobile Phone Providers. Use of Site involves browsing, creation of accounts and the like. You are responsible for any costs therein including text messaging rates, roaming, bandwidth, storage and so forth.

Jurisdiction and venue. This agreement shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to any principles of conflicts of law. Any matters are acknowledged and agreed to be handled by Church Autonomy Doctrine as set forth herein, and in the extremely rare instance Church

Autonomy is not applicable, Lee County Florida is the venue the parties to these Terms and Conditions submit to solely and exclusively unless an offshore entity is involved for licensing Site app or software, then the jurisdiction thereof may be invoked at the sole discretion of SeedForMe or the Licensor. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties. . The parties waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to these jurisdictions.

**DISPUTE RESOLUTION CONCILIATION AGREEMENT. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED BY:**

1) It is within our ecclesiastical jurisdiction to resolve issues of doctrine, ecclesiastical polity and administration selection, discipline and conditions of appointment of clergy, ministers including not not limited to missionaries, and admission, guidance and discipline of members.

2) ON OCCASION THAT 1) IMMEDIATELY ABOVE IS INAPPLICABLE, THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED BY BIBLICALLY-BASED MEDIATION AND, IF NECESSARY, LEGALLY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF PROCEDURE FOR CHRISTIAN CONCILIATION OF THE INSTITUTE FOR CHRISTIAN CONCILIATION (COMPLETE TEXT OF THE RULES IS AVAILABLE AT [WWW.ICCPEACE.COM](http://WWW.ICCPEACE.COM) OR BY CONTACTING ICC PEACE: JUDGMENT OF OR UPON AN ARBITRATION DECISION MAY BE ENTERED IN ANY COURT OTHERWISE HAVING JURISDICTION. THE PARTIES UNDERSTAND THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT AND EXPRESSLY WAIVE THEIR RIGHT TO JURY AND THEIR RIGHT TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ONE ANOTHER FOR SUCH DISPUTES, EXCEPT TO ENFORCE AN ARBITRATION DECISION. WHEREIN A CLERGY ARBITRATOR WILL BE APPOINTED.

You expressly agree to the Dispute Resolution Conciliation process immediately above in order to bring closure to any controversy or matter relating to use of SeedForMe and your relationship with SeedForMe including but not limited to missionaries and ministers, employees of charities, volunteers of nonprofits, members of tax exempt organizations, independent contractors thereof, account creators, administrative users, donors and third party service providers, interpretation of Terms of Use, whether any portion of the Terms of Use are voidable or void, your termination of use, donations, intellectual property, confidentiality, privacy, electronic communications, transactions, signatures, whether or not to arbitrate, discrimination, retaliation or harassment, claims arising under various Federal laws and state statutes and regulations otherwise addressing substantively the following including but not limited to the Employee Retirement Income Security Act

(ERISA; except claims for certain employee benefits as required by law), the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the 2016 Defend Trade Secrets Act, Americans With Disabilities Act (ADA), Fair Labor Standards Act, the Affordable Care Act, the Lincoln Law (False Claims Act), Occupational Health and Safety Act (OSHA).

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows: (1) Parties to this agreement hereby give up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed; Lee County Florida as set forth in jurisdiction herein in accordance with provisions herein. (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. (3) Parties ability to obtain depositions, witness statements, documents and other discovery is limited in arbitration moreso than court proceedings. (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. (5) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the related industry. (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court. (7) If required by federal agency, The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. (8) This agreement is not binding on those outside of the united states or its territories where required or applicable. (9) First notify SeedForMe address give details: 123 brief description of resolve informally no more than 70 days avoiding further need to move forward as set forth. If not within 70 days then dispute resolution conciliation including arbitration and mediation. (10) If for any reason ICC will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. (11) Except as otherwise provided herein, arbitration will be conducted city state/online. (12) Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

Exceptions. Parties may litigate to compel arbitration as stated in 2) Biblically based mediation and arbitration in accordance with Christian Conciliation of the Institute for Christian Conciliation, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. Dispute proceeds may be in court rather than arbitration provided Dispute shall be commenced or prosecuted in the state and federal courts located in Lee County, Florida. The Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United

Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA} are excluded from these Terms of Use. (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; (c) any claim for injunctive relief. Such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

**Putative Or Certified Class Action.** No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute (Ecclesiastical Church Autonomy Doctrine matter or biblically based mediation and or arbitration in accordance with Christian Conciliation of the Institute for Christian Conciliation) arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

**Restrictions.** The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law no arbitration shall be joined with any other proceeding; and there is no right or authority for any Dispute to be arbitrated on a class action basis or to use class action procedures, nor is there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

**Opting Out Of Arbitration.** You may give a 30 day notice to opt out of arbitration by sending your name, address, phone and email address to SeedForMe, a dba of Stephen V Santoro MBA LLC. 704 Goodlette Road N, Naples FL 34102.

**Access Internationally.** Site and Service may be subject to export laws and regulations of the USA and other jurisdictions. You represent you are not named on any US Government denied party list such as OFAC (Office of Foreign Asset and Control). Users must comply with any and all local laws, regulations and rules pertaining to their use of Website and Software; Services. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to registration requirements in such jurisdiction or country. If you access from another country or jurisdiction do so at your own risk. You alone are solely responsible for complying with the law. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software. To use the Site you hereby represent that you are not: (a) a citizen or resident

of a geographic area in which access to or use of the Site is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services and your license to use the Site or Site Services will be immediately revoked.

When using the Site, and unless you are in the European Economic Area, the United Kingdom and Switzerland (Europe), you will be subject to additional applicable policies including without limitation the Privacy Policy. All such terms are incorporated by reference into these Terms and Conditions, provided these Terms and Conditions take precedence in the event of conflict. We shall resolve any conflicts in our sole discretion, and all of our determinations are final.

**Privacy Policy.** We will not sell, trade or rent your name or personal information to anyone else. We do not sell, trade, rent or provided outside access to our mailing list at all. We will not release your personal information to authorities unless required by law, search warrant, court order, subpoena, or fraud investigation. Except as otherwise stated in this policy, SeedForMe will share your information with third parties only to the extent necessary to provide the services and products requested by you. All such third parties are prohibited from using your personal information except to provide these services and they are required to maintain the confidentiality of your information. The Site is hosted in the USA. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Under no circumstances will we knowingly accept, request, or solicit information from children or knowingly market to children. Thus in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

**Waiver & Electronic Communications, Records, Transactions & Signatures.** The communications between you and SeedForMe use electronic means and any terms and conditions, agreements, notices, disclosures, communications provided electronically satisfy any legal requirement that the same would be in writing. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a

waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law.

**Records.** You acknowledge and consent to get electronic communications, notices and disclosures and the same satisfies any legal requirement requiring notice. Further, as to any electronic signature, contract, order or other record initiated or completed by SeedForMe or via the site you waive any rights or requirements under any statutes, regulations or the like which require original signature of delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic. We are within our rights to delete any data at any time without notice or liability to and or from you or any third party for claims, costs, losses or damages.

**Cookies And User Data.** We maintain certain data you transmit to Site. We regularly backup but may lose information. You agree SeedForMe is not liable for any loss or corruption of said data and waive any right of action against us arising from such loss or corruption of data in its entirety and completely.

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