

Advertiser Terms and Conditions | Building Trust Through Responsible Advertising.

Quick Guide: For convenience only. The full Terms & Conditions below are legally binding.

- No refunds, no guarantees — All ad sales are final, and results (views, conversions, etc.) are not guaranteed.
- No control over charities — Advertisers cannot choose or influence which nonprofit receives funds; beneficiaries are chosen by Charity Stream/community.
- Higher spend ≠ more views — Paying more CPM does not guarantee more exposure.
- Our tracking is final — Charity Stream's internal reporting is binding. Chargebacks are prohibited.
- Brand safety & limits — Advertisers must follow content standards; Charity Stream is not liable for outages, conflicts, or reputational claims except in cases of gross negligence or fraud.

Advertiser Terms & Conditions

These Terms & Conditions ("Agreement") govern all advertising submitted to and displayed on the Charity Stream platform. By submitting advertising content, making payment, or otherwise participating as an advertiser ("Advertiser"), you agree to be bound by this Agreement.

1. Authorization of Use

- Advertiser grants Charity Stream a non-exclusive, worldwide, royalty-free license to use Advertiser's name, trademarks, logos, and creative content as submitted, solely for purposes of fulfilling, displaying, reproducing, and promoting the advertising campaign.
- This license includes the right to use creative assets as reasonably necessary for technical display, promotional representation, or association with beneficiary organizations, without additional approval.
- Advertiser represents and warrants that it owns or has the full legal right to grant such use.

2. Payment Obligations

- By submitting an advertisement and selecting a payment method, Advertiser expressly authorizes Charity Stream to charge the designated payment method (credit card, ACH, or other approved method) for the full amount due for each campaign.
- All charges are one-time payments per campaign, unless Advertiser selects and confirms a recurring option at checkout. In that case, Advertiser authorizes Charity Stream to process subsequent charges automatically until authorization is revoked through the platform.
- Payment amounts are calculated based on the submitted rate and Charity Stream's internal tracking of views/impressions. Charity Stream's calculations are final and binding.

- Advertisers are responsible for maintaining valid payment credentials and ensuring sufficient funds.
- Any failed, reversed payments, or chargebacks are strictly prohibited and constitute a breach of this Agreement. Such events may result in suspension or cancellation of campaigns and will trigger collection remedies under Section 8.
- Overdue balances accrue interest at 1.5% per month (or the maximum rate permitted by California law, if lower) until paid in full.
- Advertisers agree that Charity Stream may require credit verification, financial information, or deposits as a condition of approval.
- Each advertising campaign shall run for a default duration of one (1) week (7 consecutive days) from the time the advertisement first goes live on the Charity Stream platform, unless otherwise specified and agreed in writing by Charity Stream.

3. No Refunds, Guarantees, or Control Over Allocation

- All advertising sales are final and non-refundable.
- Charity Stream does not guarantee a minimum number of impressions, views, conversions, or results.
- "100% View-Through" means that ads are unskippable within the Charity Stream platform by design; it does not represent a legal guarantee of user attention or engagement.
- Paying a higher CPM rate does not guarantee additional views or exposure beyond what is determined by Charity Stream's platform and community engagement.
- Advertiser has no right to select, direct, or influence the charitable recipient(s) of funds generated through Charity Stream.
- Charitable beneficiaries are determined solely by Charity Stream and/or community processes. Each week, one nonprofit organization will be designated as the exclusive beneficiary of contributions associated with that week's advertising campaigns.
- Charity Stream is not responsible for any perceived conflict or disagreement between Advertiser and the selected beneficiary. Advertiser waives any claims, damages, or objections arising from beneficiary selection or brand association unless Charity Stream acted with gross negligence.
- Advertiser acknowledges that Charity Stream is not responsible for the tax treatment of advertising expenditures and does not guarantee deductibility as charitable or business expenses.

4. Right of Refusal and Removal

- Charity Stream reserves the right, in its sole discretion, to review, approve, reject, suspend, or remove any advertisement, campaign, or advertiser at any time, for any reason or no reason, with or without notice.
- Acceptance of an advertisement or prior approval of an advertiser does not limit or waive this right.

5. Compliance and Content Standards

- Advertiser agrees to comply with all Advertiser Community Guidelines and with all applicable laws and regulations.
- Advertiser shall not submit content that is illegal, fraudulent, defamatory, misleading, obscene, discriminatory, or otherwise harmful to Charity Stream's reputation or mission.
- Advertiser agrees to promote Charity Stream only in ways consistent with Charity Stream brand guidelines (as provided from time to time).

6. Indemnification

Advertiser shall indemnify, defend, and hold harmless Charity Stream, its founders, officers, employees, contractors, and affiliates from and against any and all claims, damages, losses, liabilities, costs, or expenses (including attorneys' fees) arising out of or relating to:

- Advertiser's advertisements, products, services, or claims;
- Advertiser's breach of this Agreement;
- Advertiser's violation of applicable law.

7. Limitation of Liability

- Charity Stream shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of revenue, goodwill, or data.
- Charity Stream does not guarantee uninterrupted service and is not liable for downtime, technical errors, outages, or force majeure events outside its reasonable control.
- Charity Stream's total liability to Advertiser for any claim shall not exceed the total amount paid by Advertiser for the campaign giving rise to the claim.
- Nothing in this Agreement shall limit or exclude Charity Stream's liability for its own gross negligence, willful misconduct, or fraud.

8. Default; Collection Remedies

If Advertiser fails to pay any amount when due, Advertiser will be in default. Charity Stream may, without limitation:

- Suspend or terminate campaigns;
- Charge interest as provided above;
- Assess returned-payment and processing fees;
- Treat chargebacks as breaches of this Agreement and pursue full recovery;
- Set off amounts owed against amounts payable to Advertiser (if any);
- Report nonpayment to credit agencies;
- Refer the account to collections or pursue legal action.

Advertiser shall reimburse Charity Stream for all collection costs, including reasonable attorneys' fees and court costs.

9. Governing Law and Dispute Resolution

- This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law rules.
- Any disputes arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration in Santa Clara County, California, administered by the American Arbitration Association, or by the state or federal courts located in Santa Clara County, California, at Charity Stream's sole election.
- Advertiser waives any right to bring claims in any other venue or jurisdiction.
- Advertiser further waives any right to a jury trial or to participate in class actions, representative actions, or private attorney general actions.

10. Miscellaneous

- Entire Agreement: This Agreement, together with the Advertiser Community Guidelines, constitutes the entire agreement between the parties.
- Amendments: Charity Stream may update these Terms from time to time; continued advertising constitutes acceptance.
- Severability: If any provision is held unenforceable, the remaining provisions remain in effect.
- Assignment: Advertiser may not assign rights or obligations without Charity Stream's prior consent. Charity Stream may assign this Agreement without restriction.
- Survival: Payment obligations, indemnification, limitation of liability, and governing law provisions survive termination of this Agreement.

11. Additional Protections

- Platform Modifications: Charity Stream may update, modify, or discontinue any aspect of its platform, features, services, or policies at any time without liability to Advertiser. Continued use of the platform constitutes acceptance of such changes.
- Publicity Rights: Unless Advertiser provides written notice of objection, Charity Stream may list Advertiser's name, logo, and campaign details in its promotional or informational materials, including but not limited to case studies, press releases, investor decks, and website listings.
- Confidentiality: Advertiser agrees not to disclose, distribute, or publish any non-public information received from Charity Stream, including but not limited to platform data, reporting, pricing, negotiations, or internal communications, without prior written consent from Charity Stream. Any unauthorized disclosure constitutes a material breach of this Agreement and may result in injunctive relief, damages, and/or recovery of legal fees by Charity Stream.