MyNeedfully Legal Disclosures:

MyNeedfully, LLC (“We”) is a for profit limited liability company which works with Third-Party Vendors to assist persons in need through assistance provided by others. You agree to be bound by the Terms of Use, including any future updates, so it is important to review them each time you use the service provided. These terms apply irrespective of the medium used to access the site, i.e., website, mobile app, etc.

**Terms of Use**:

If you choose to use Our services, you agree to these Terms of Use as a binding agreement between us, including any and all updates. This means that you will be presumed to have read and understood all of the Terms of Use and that by continuing to use Our services, you agree to all of the Terms of Use set forth herein. These Terms of Use apply to both Patrons of the services and Donors, as those terms are defined below. By continuing to use Our services you agree to be bound by all Terms of Use as well as all updated Terms.

PLEASE BE SURE TO REVIEW THE DISPUTE RESOLUTION PROVISION FURTHER BELOW AS IT WILL IMPACT YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US. IT PROVIDES THAT ANY DISPUTE SHALL BE RESOLVED THROUGH BINDING ARBITRATION AND THAT YOU WAIVE A RIGHT TO A TRIAL.

Definitions:

As used throughout this Disclosure, the following terms mean as stated herein.

“Account” refers to a unique account established by a Patron who creates a Needs List which will include some personal information.

“Donor” refers to any individual or entity which contributes funds to fulfill the needs of a Patron through Our services.

“Needs List” refers to the list of items needed by a Patron after suffering a loss through some crisis, disaster, or other situation.

“Patron” refers to an individual who creates a Needs List and establishes an Account for use of Our services.

“Services” refers to those services provided by MyNeedfully including establishing a platform for Patrons to identify their needs and Donors to assist with fulfilling those needs.

“Third-Party Vendors” refers to external companies whom MyNeedfully users may purchase products through links provided on our platform. MyNeedfully is not affiliated with, endorsed by, or in a partnership with these Third-Party Vendors. Any purchases made are subject to the terms and conditions of the respective Third-Party Vendor.

“We”, or “Our” refers to MyNeedfully, LLC.

Services and Limitations:

We provide a platform for those in need to create an account identifying what is needed after suffering a loss and for Donors to elect if they want to assist a Patron and how they can provide assistance. Our Third-Party Vendors then provide the Donor’s items directly to the Patron. Our service is limited to bringing Patrons, Donors and Third-Party Vendors together to assist those in need. We never handle funds but rather use Third-Party Vendors to properly handle the financial aspects of the services. Donors cannot provide cash but can donate selected gift cards for use by the Patron.

Nothing provided herein should be construed as providing any recommendations as to those in need or any advise including financial, legal, or tax advice. Patrons and Donors should consult their own professionals for advice as to how use of Our services may impact them.

We reserve the right to suspend or terminate any Patron’s account if it appears to be created for an improper purpose including, but not limited to fraud, misrepresentation or misuse of the platform. We shall not be responsible for any delay in fulfillment of needs by our Third-Party Vendors. Nor shall we be responsible for any inability to access the website through no fault of our own. There may be times when We need to update information and We will identify periods of inability to access the site in advance of same.

When using Our services, Patrons and Donors will be required to provide complete information in order to properly fulfill a needs list. Donors will be required to work with Our Third-Party Vendors to provide their donation to the needs list which may require Donors to agree to terms provided by the Third-Party Vendors. If it is determined that any information provided is false, the account will be immediately suspended, and if necessary referred to the appropriate authorities for further investigation. Our goal is to assure a safe environment for those who have a true need and those who have a true desire to help those persons in need.

Only persons age eighteen (18) and older may use this site. All Patrons and Donors who use this site affirmatively represent that they are at least eighteen (18) years of age. Those persons under the age of eighteen (18) may benefit from a Patron’s request for assistance and a Donor’s gift and such beneficiary status does not violate these Terms of Use. You also affirmatively represent that you, as the parent or legal guardian of the minor, consent to a request for the benefit of a minor child and acceptance of assistance by a Donor for the minor child.

We will do everything we can on Our side to maintain the confidentiality of information provided by Patrons and Donors. However, it is the responsibility of the Patron and Donor to maintain the confidentiality of their account information, i.e., user name and password. If you believe your account has been compromised, it is your responsibility to immediately notify Us so your account can be secured. We are not responsible for any losses you may incur.

Payment:

As noted, We use Third-Party Vendors to collect and process all payments. We do not receive or hold any funds from any Donors. Donors may be required to provide their bank account information to Third-Party Vendors for the processing of payment. Such information is not shared with Us. By agreeing to be a Donor, you agree to comply with the Third-Party Vendor’s terms for processing of payment. If you decide not to work through Our Third-Party Vendor, you are to notify Us so We can remove your account as a Donor. If We are notified by Our Third-Party Vendor that your payment method has been rejected and you failed to correct the issue to permit your payment to be processed, upon notification from Our Third-Party Vendor, you will be removed as a Donor from Our site.

This is not a site for Donors to use to advertise their own services or businesses. If a Donor wants to work with Us, you are to contact Us for vetting of your service or business for possible addition as a Third-Party Vendor to be added to the site.

If, for any reason, a donation is returned by a Patron, the payment Third-Party Vendor will follow its separately disclosed terms for the processing of a refund. Whether an item donated is permitted to be returned for a refund is for the Third-Party Vendor to determine in their sole discretion.

Fees:

While We are a for profit company, neither a Patron nor a Donor will be charged a fee for use of Our services. Our fees are paid exclusively by our Third-Party Vendors. Any and all fees paid by Donors are determined and assessed by the Third-Party Vendor for payment.

Content Ownership and Intellectual Property:

The content on Our site is owned exclusively by Us and any third-parties who permit use of their information. By use of Our services, you acknowledge such ownership and protections under any and all applicable laws including copyright, trademark, and other proprietary rights. You are prohibited from using, copying, altering, any and all protected information or creating any derivative works based on Our services and site content. If We are required to suspend or terminate your account, you agree not to take any steps or use any methods to bypass such action taken to access the site. Additionally, the source code used to create Our site is proprietary information. You are prohibited from taking any steps to access Our source code for the site.

When a Patron or Donor shares information on Our site, you affirmatively represent and warranty that you either own the content or have permission to use or share it. Once a Patron or Donor shares information on Our site, you grant Us and Our Third-Party Vendors a royalty free revocable license to use such information for the limited purposes of providing a means for Patrons to explain their needs and for Donors to assist in fulfilling those needs. Any use of Our site is voluntary and a Patron or Donor may withdraw from Our services at any time. Upon withdrawal from Our services, the license to use your information shall cease. As discussed further in the Privacy Notice, by using Our services you consent to Our use of your email address for marketing and promotional purposes.

You agree to hold Us and Our Third-Party Vendors harmless for any information which you share on Our site. Such claims for which you hold Us harmless include, but are not limited to, claims for invasion of privacy, defamation; any liability from use of your name, image, likeness as well as alterations to same. If your content includes information about other persons and/or photographs of others, you represent and warrant that you have permission for disclosure/use of their information and you hereby release and hold Us harmless for any claims by such persons with respect to unauthorized use of their information.

Data Privacy:

By using Our service, you acknowledge that We collect, use and share personal information as set forth in the separate Privacy Notice. Please refer to the Privacy Notice for more detailed information.

Third-Party Services:

As noted, We rely upon and use Third-Party Vendors and may include affiliate links to their resources for ease of access. As an Amazon Associate, we earn from qualifying purchases. We have no control over the Third-Party Vendors and We assume no liability or responsibility for their services. Your interaction with third-party services is solely between you and the Third-Party Vendors and governed by their terms of services. We are not responsible or liable for third-party content, function, accuracy or any damages or loss incurred by use of the third-party services.

Disclaimers and Limitations of Liability:

TO THE FULLEST EXTENT POSSIBLE, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NEITHER WE NOR OUR THIRD-PARTY VENDORS MAKE ANY WARRANTY THAT THE SERVICES WILL MEET YOUR EXPECTATIONS, THAT ANY SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF ERROR, AND/OR THAT THE QUALITY OF ANY SERVICE OR PRODUCT WILL MEET YOUR EXPECTATIONS. ANY AND ALL THIRD-PARTY INFORMATION PROVIDED BY US IS FOR INFORMATIONAL PURPOSES ONLY AND WE DO NOT GUARANTY OR WARRANTY THE ACCURACY OR RELIABILITY OF SUCH THIRD-PARTY INFORMATION. BEFORE MAKING ANY DECISION TO USE OUR SERVICES, YOU SHOULD CONSULT WITH YOUR FINANCIAL, LEGAL AND TAX ADVISORS AS NO CONTENT OF OUR SITE IS INTENDED TO PROVIDE SAME.

YOUR DECISION TO BE A PATRON OF OUR SERVICES DOES NOT GUARANTY THAT YOUR NEEDS LIST WILL BE FULFILLED. WE DO NOT WARRANT OR GUARANTY THE ACCURACY OF ANY INFORMATION PROVIDED BY A PATRON AND DONORS MUST DETERMINE THE APPROPRIATENESS OF PATRON INFORMATION PRIOR TO FULFILLING ANY NEED OF A PATRON.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT OF THE LAW, THE ENTIRE RISK OF USE OF OUR SERVICES REMAINS WITH YOU AND IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, BUSINESS INTERRUPTION, OR FOR ANY DAMAGES TO PROPERTY OF ANY KIND OR FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS. WE SHALL NOT BE LIABLE WHETHER THE CLAIM IS BASED ON THEORY OF CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY INCLUDING COST OF REPLACEMENT GOODS OR SERVICES. ADDITIONALLY YOU ACKNOWLEDGE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY PATRON OR DONOR INFORMATION AND FURTHER THAT SUCH INFORMATION IS NOT PRE-SCREENED OR VERIFIED. YOU FURTHER ACKNOWLEDGE THAT WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REFUSE OR REMOVE ANY CONTENT AT ANY TIME FOR ANY REASON, WITH OR WITHOUT NOTICE, AND WITHOUT LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, DAMAGES, COSTS, LOSSES RESULTING THEREFROM.

Indemnification and General Release:

To the fullest extent permitted by applicable law, you agree to release and indemnify and hold Us harmless, together with Our Third-Party Vendors, and the applicable officers, directors, employees, and agents harmless from any and all losses, damages, expenses (including reasonable attorney’s fees), costs, awards, fines, claims and actions of any kind which arise from or otherwise relate to Our services, any of Our content or that of a Patron or Donor, your violation of these Terms of Use or your violation of the rights of another. To the extent We are named in any legal action, you agree that We have the right to conduct our own investigation and defense of any claims in our sole discretion and that you will indemnify Us for all costs of the defense, including reasonable attorney’s fees and costs.

Dispute Resolution:

While We welcome the opportunity to amicably resolve any legitimate dispute, if an amicable resolution of the dispute is not possible, you agree to resolve the dispute through binding arbitration. YOU AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR FROM OUR SERVICES SHALL BE RESOLVED THROUGH BINDING ARBITRATION. AS SUCH, YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS TO COMMENCE AN ACTION IN COURT AND WAIVE A TRIAL BY JUDGE OR JURY. ARBITRATION SHALL BE CONDUCTED THROUGH THE AMERICAN ARBITRATION ASSOCIATION WITH A SINGLE ARBITRATOR AND ALL OF THEIR RULES AND REGULATIONS SHALL APPLY. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL FILING FEES, CASE MANAGEMENT FEES AND ARBITRATOR COMPENSATION. ALL SUCH ARBITRATION PROCEEDINGS ARE CONFIDENTIAL AND MAY ONLY BE DISCLOSED TO THE PARTIES’ RESPECTIVE ATTORNEYS, ACCOUNTANTS, INSURANCE PROVIDERS, AND NECESSARY ADVISORS OR PARTICIPANTS IN THE ARBITRATION PROCEEDING.

Unless the arbitration is conducted virtually, the arbitration hearing shall be conducted in Somerset County, New Jersey.

Changes to the Terms of Use:

We reserve the right to update, modify and/or change these Terms at any time in Our sole discretion. If We intend to make any changes or updates, you will be advised of same at least twenty (20) days prior to implementation of the change and/or update. If We are required to make any changes as required by law and same must be made on short notice, We will make the required change and then provide notice of the change as soon thereafter as possible. If you do not accept the new or modified Terms, you should withdraw from Our services.

Miscellaneous:

The Terms of Use, together with the Privacy Notice and website, constitutes the entire agreement between you and MyNeedfully, LLC and same supersedes any prior agreements by and between Us with respect to Our services. As noted previously, you may also be subject to the specific terms as they apply to Our Third-Party Vendors. The parties acknowledge that they have the authority to enter into this Agreement and have done so voluntarily and after having each obtained the advice of separate and independent counsel, or knowingly waived same. The parties affirmatively state they understand the terms of the Agreement and intend to be bound by same.

This Agreement shall be governed by the laws of the State of New Jersey exclusive of choice of law principles. Any and all disputes which remain unresolved shall be governed by the binding arbitration provision and any required in-person arbitration hearing shall be conducted in Somerset County, New Jersey. To the extent a Court of competent jurisdiction determines that any specific claim is exempt from arbitration, such claims shall be resolved by the Superior Court of New Jersey, Somerset County or the United States District Court for the District of New Jersey. You agree to submit to the personal and exclusive jurisdiction of those courts.

The failure of MyNeedfully, LLC to enforce any right or provision set forth in these Terms shall not constitute a waiver of such right. If any provision of these Terms is determined by a court of competent jurisdiction to be unenforceable or ineffective as a matter of law, those provisions, terms, or clauses shall be deemed severable such that all other provisions of this Agreement shall remain valid and binding upon the parties.

All notices required by this Agreement shall be in writing and sent to the party via email or regular mail unless or until written notice is provided for a change of the method for notice including a change of address.

MyNeedfully shall not be liable for any delay or inability to perform due to causes outside Our control including, but not limited to, acts of God, war, terroristic threats, riots, embargos, fire, flood, pandemics, endemics, governmental actions, strikes, shortage of fuel, energy, labor or materials.

This Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, executors, successors and assigns.

Questions:

Please contact Us with any questions you have regarding Our services and/or the Terms of Use at [info@myneedfully.com.](mailto:info@myneedfully.com.)