THIS SERVICE AGREEMENT (this “Agreement”) is made between Catchafire, a Delaware corporation (“Catchafire”, “we”, “our” or “us”) and you (“Volunteer”, “your”, or “you”) relating to the services to be provided by Volunteer (hereinafter Catchafire and Volunteer may be referred to singularly as the “Party” or collectively referred to as the “Parties”). By clicking the consent box or creating an e-signature, Volunteer affirmatively agrees to be bound by this Agreement, the Catchafire Terms of Service, and the Catchafire Privacy Policy.

PLEASE BE AWARE THAT THERE ARE ARBITRATION PROVISIONS WITHIN THIS AGREEMENT.

1. Purpose. Catchafire is a company that assists non-profit organizations, charities, social enterprises, or other organizations (“NPO(s)”) in finding professional volunteer talent to volunteer for NPOs. Volunteer has agreed to utilize Catchafire’s service and be matched with an NPO. Volunteer’s purpose in entering into this Agreement, is to find an NPO with which Volunteer may provide professional volunteer services. Both Parties desire to set forth certain terms and conditions relative to their rights in connection with this Agreements. This Agreement applies to Catchafire’s Volunteer Service, as defined in our Terms of Use. Both Parties agree that by entering into this Agreement valuable and adequate consideration has been exchanged between the Parties.

What this means: We are a volunteer matching service that helps you, the Volunteer, meet NPO(s) that you wish to work with.

2. Definitions.

i. “NPO(s)” means a non-profit organization, charity, social enterprise, or other organization.

ii. “Volunteer” means any prospective volunteer(s) who may wish to work with a NPO.

iii. “Registered NPO” means an NPO that has registered on Catchafire’s website.

iv. “Matched NPO” means an NPO that has been matched through the Catchafire Service and with whom the Volunteer has agreed to work with on any Projects.

v. “Project” is defined as a volunteer engagement with a pre-defined scope and deliverables.

vi. “Work Product” is defined as any services or material created by a Volunteer for a Matched NPO, including but not limited to copyrightable works, systems, strategic plans, marketing plans, business assessments, implementations, services, advice, consultations.

vii. “Confidential Information” is defined as information that is marked “confidential” or “proprietary” or information that a reasonable person would understand to be confidential. This includes but is not limited to information about Matched NPO’s business models, plans, marketing campaigns, designs, intellectual property, proprietary data, software, advertisements or other materials.

What this means: We have some definitions that you’ll need to understand in order to read through this Agreement.

3. Services Provided by Volunteer. Volunteer agrees to provide volunteer services to a Matched NPO matched through the Catchafire matching process by assisting a Matched NPO in completing a Project listed on the Catchafire website. After being matched, Volunteer agrees to notify Catchafire immediately if Volunteer does not wish to work with the specific Matched NPO. Failure to notify Catchafire in a timely manner will constitute Volunteer’s acceptance of working with the Matched NPO for the duration of any Project. Volunteer agrees that he or she will use their best reasonable efforts when providing any volunteer services.

What this means: As a Volunteer, you agree to volunteer with an NPO and be matched with an NPO. If you do not wish to work with an NPO you should contact us immediately.

4. Volunteer’s Representations and Warranties. For the duration of this Agreement, Volunteer represents and warrants that:

i. Volunteer will use his or her reasonable best efforts in fulfilling any Projects assigned by a Matched NPO. Volunteer will act in a professional, businesslike, and respectful manner while working with Catchafire or the Matched NPO.

ii. Volunteer has provided truthful and accurate information regarding their professional skill and background.

iii. Volunteer will abide by this Agreement, the conditions listed in the Terms of Use and any other applicable agreements.

iv. Volunteer has paid for or owns all rights to any Work Product produced by Volunteer and provided to Catchafire or the Matched NPO.

v. Volunteer has the right to transfer ownership to any Work Product provided to Catchafire or the Matched NPO.

What this means: In order to work with Catchafire, there will be a few things you must represent and warrant to us.

5. Catchafire’s Representations and Warranties. Catchafire represents and warrants that it will use commercially reasonable efforts to match Volunteer with the proper NPO.

What this means: We warrant and represent that we will use commercially reasonable efforts to match you.

6. Volunteer Status. Volunteer agrees that Volunteer is volunteering his or her time to the Matched NPO. Volunteer is not an employee of the Matched NPO and has no expectation of future employment with the Matched NPO. Additionally, Volunteer agrees that he or she has not been promised and does not expect any compensation or anything of value in exchange for volunteering.

What this means: You agree all work done by you will be as a volunteer and you do not expect any compensation for your time or effort.

7. Term and Termination. This Agreement shall become effective as of the date Volunteer enters into it and shall continue until termination. Either Party may terminate this Agreement by giving notice to the other Party in writing. Volunteer may terminate this Agreement by emailing Catchafire at help@catchafire.org.

What this means: You may terminate this Agreement by contacting us in writing.

8. Non-Circumvention. Once Volunteer has begun using the Catchafire service, Volunteer agrees that he/she will not attempt to work with any Registered NPO(s) outside of the Catchafire matching program that he/she does not already have a pre-existing relationship with. Volunteer understands the Catchafire matching program is an integral part of the Catchafire service and any breach of this provision will be a material breach of this Agreement and will cause harm to Catchafire. Volunteer shall notify Catchafire immediately if any Registered NPO attempts to circumvent the matching process and contact Volunteer directly in regards to any Project(s). Failure to abide by this provision is a material breach of this Agreement. Volunteer acknowledges that a breach of this provision will cause harm to Catchafire and may result in cancellation or suspension of Volunteer’s account and access to Catchafire.

What this means: You agree not to attempt to circumvent our service once you have registered. You agree to contact us if an NPO is attempting to circumvent our Service.

9. Ownership. All Work Product created by Volunteer for the Matched NPO under this Agreement shall be deemed as a “work for hire” as defined by US Copyright Law. Additionally, upon completion and delivery of any Work Product, Volunteer shall transfer all title, right, or ownership of the Work Product to the Matched NPO. In the event, that any Work Product is not considered a “work for hire”, Volunteer agrees that it will voluntarily assign any and all rights to any Work Product created under this Agreement to the Matched NPO. Volunteer will not be responsible for any fees related to the assignment of its rights to the Matched NPO. Pursuant to Catchafire’s agreement with the Matched NPO, Volunteer shall receive a limited, irrevocable, non-exclusive, non-sublicensable license from Matched NPO to use the Work Product for Volunteer’s portfolio, to advertise Volunteer’s services, and for non-commercial purposes. Volunteer agrees that he or she will not otherwise resell, prepare derivative works, relicense, lease, assign, loan or use the Work Product for any other commercial purposes.

What this means: You agree that any Work Product prepared by you and delivered to the NPO will become the NPO’s property.

10. No Violation. In performing the services under this Agreement and in connection with the services, Volunteer will not violate, or in any way infringe upon the rights of, third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

11. Confidential Information. Volunteer agrees not to disclose any Confidential Information received from any NPO(s) or Catchafire unless compelled to by a court of law. After the completion of any Project(s), Volunteer agrees to return or destroy any Confidential Information to their rightful owners.

What this means: You agree that you will not disclose Confidential Information received from us or any NPO.

What this means: You agree that you aren’t violating any agreements or other rights of third parties by entering into this Agreement.

12. LIMITATION OF LIABILITY AND DISCLAIMER. IN NO EVENT SHALL CATCHAFIRE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING LOST PROFITS OR OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. CATCHAFIRE'S LIABILITY TO VOLUNTEER FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WILL BE STRICTLY LIMITED TO $200 IN THE AGGREGATE. SUBJECT TO THE FOREGOING, IF ANY APPLICABLE PROVISIONS OF LAW PREVENT CATCHAFIRE FROM LIMITING ITS LIABILITY AS DESCRIBED IN THE PREVIOUS SENTENCE, CATCHAFIRE’S LIABILITY SHALL BE THE MINIMUM APPLICABLE LIABILITY ESTABLISHED BY LAW. VOLUNTEER FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT GUARANTEED, THE SERVICES MAY NOT PRODUCE THE RESULTS DESIRED BY VOLUNTEER, OR THE SERVICES MAY CAUSE UNDESIRABLE RESULTS OR RAMIFICATIONS THAT COULD RESULT IN NEGATIVE CONSEQUENCES FOR VOLUNTEER. VOLUNTEER AGREES NOT TO HOLD CATCHAFIRE LIABLE FOR ANY CHANGES WHICH MAY OCCUR TO VOLUNTEER’S REPUTATION AS A RESULT OF THE PROVISION OF THE SERVICES. ALL SERVICES ARE OFFERED “AS IS” BY CATCHAFIRE. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

What this means: Our service is offered “as-is” and we limit our liability to the greatest extent possible.

13. Indemnification. Volunteer will indemnify and hold harmless the Matched NPO, Catchafire and its affiliates, employees, and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys’ and expert witnesses’ costs and fees) arising from or relating to any breach of any representation, warranty, covenant, or obligation of volunteer in this Agreement, any claim that volunteer’s actions harmed or damaged a third party, or any intentional misconduct or negligence by volunteer while performing any obligations under this agreement. In the event of any third-party claim, demand, suit, or action (a “Claim”) for which Matched NPO or Catchafire (or any of its affiliates, employees, or agents) is or may be entitled to indemnification hereunder, Matched NPO and Catchafire may, at their option, require Volunteer to defend such Claim at Volunteer’s sole expense. Volunteer may not agree to settle any such Claim without Catchafire’s express prior written consent.

What this means: You agree to indemnify us for your use of the Catchafire service and for any claims that your actions may have harmed a third party.

14. Applicable Law, Jurisdiction, and Arbitration. The validity, construction, and the enforceability of this Agreement shall be governed in all respects by the internal laws of the State of New York of the United States of America, without giving effect to principles of conflicts of laws. Each Party agrees that any suit, action or proceeding brought by such Party against any other party in connection with or arising from this Agreement for damages under $3000 USD shall be brought solely in the court of competent jurisdiction in or nearest to New York County, New York. Any other disputes and claims arising under, or with respect to, this Agreement exceeding $3000 that are not resolved by the affected Parties informally after good faith attempts to do so for ten (10) business days shall be resolved by arbitration before one (1) arbitrator in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The appointing agency shall be the AAA and the arbitrator shall apply New York law to both interpret this Agreement and fashion an award, except with respect to the issue of disputes regarding the scope of disputes or claims that are subject to this Arbitration provision, in which case a three (3) arbitrator panel that does not include the original arbitrator shall be empowered to resolve such disputes regarding the scope of arbitration. Any Party to this Agreement may apply to the arbitrator to seek injunctive relief until an arbitration award is rendered or the controversy is otherwise resolved. Any Party to this Agreement also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the appointment of the arbitrator. The decision or award of the arbitrator shall be final and binding upon all Parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction.

What this means: You agree to jurisdiction in the county of New York, NY for all claims and disputes. For any claims of $3000 or greater you agree to arbitration through the AAA.

15. Miscellaneous Provisions.

i. This Agreement, together with any exhibits, supplements, or schedules attached hereto, constitutes the sole agreement between the Parties, with the exception of Catchafire’s Terms of Use, the Privacy Policy, and the Non-Profit Services Agreement for the corresponding Matched NPO, which are subordinate to this Agreement to the extent that they conflict. Once executed, this Agreement will remain effective until the Services are completed or this Agreement is cancelled or terminated by the Parties or any legal provisions or orders. Any modifications of this Agreement must be in writing and signed by both Parties.

ii. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. If any provision is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.

iii. The failure of Catchafire to enforce strictly any term, right or condition of this Agreement shall not be construed as a waiver of such term, right or condition. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification is in writing and signed by the Party against whom enforcement of the waiver, amendment or modification is sought to be enforced. This Agreement shall become effective on the date it is executed by both Parties.

iv. Neither Party may assign this Agreement or all or any portion of its rights herein without the prior written consent of the other Party; provided, however, that in the event of a sale of the Catchafire’s business in whole or in part, the Catchafire has the right to transfer or assign its rights hereunder to the acquiring party the extent the obligations under this Agreement are assumed by the assignee of such this Agreement.

v. The “What It Means” clarifiers are only intended to help assist in the readability of this Agreement. The “What It Means” provisions are not part of the Agreement, are not intended to clarify or assist in interpreting any provision in this Agreement, and do not impart any binding or contractual obligations or responsibilities to either Party.

What this means: You agree to the miscellaneous provisions listed within this section.