

Terms of Service and Use

Of the fundraising platform www.nfuse-me.com, the branded website owned by Arbucas LLC

www.nfuse-me.com is a 0% platform fee online crowd funding and charitable donation platform owned by Arbucas LLC. www.nfuse-me.com provides users the ability to fund a variety of user-generated campaigns with designated individuals, businesses, for-profit and non-profit organizations, and United States federal political candidates receiving the contributions. Standard credit and debit card fees apply. You are agreeing to our Terms of Service and Use in order for us to process your contribution and distribute the proceeds to the designated funding destination and/or host your fundraising campaign.

Payments are issued after a bank account is linked via the User Dashboard. Our third party payment processor will disburse money via direct deposit within a few days business days of a request. In the incident that fraud is suspected, additional time may be required. If you have any questions at any time, please reach out to us at info@nfuse-me.com.

www.Nfuse-me.com does not allow campaigns that benefit illegal activities. All campaigns are subject to internal review for compliance and www.Nfuse-me.com reserves the right to cancel or suspend any campaign for any reason.

These Terms of Service (this "Agreement"), are made between you ("you" or "User" or "Subscriber"), and Arbucas LLC, registered in Texas, ("we" or "us"), and govern the terms and conditions of your access to and use of our Services (as defined below). However, if you have entered into this Agreement on behalf of an entity, such as a corporation or limited liability company then "you" or "User" or "Subscriber" refer to the entity, and you represent and warrant that you have power and authority to enter into this Agreement on behalf of the entity.

This Agreement also includes and incorporates by reference any operating rules, policies, price schedules, or other supplemental documents which may be published generally from time to time by us, both prior and subsequent to the effective date of this Agreement.

By registering for and/or using any of the Services, you confirm your acceptance of, and agree to be bound by, this Agreement.

1. Our Services

We provide discovery and processing services to you to facilitate your online payment of lawful Contributions to authorized recipients ("Recipients") globally (the "Services") under the brand of Nfuse. "Contributions" means contributions in the case of payments to political candidates or committees, and donations in the case of payments to for-profit or non-profit organizations, individuals, or businesses. We have no control or liability for the acts or omissions of the Recipients of your Contributions, or of any other entities or their web sites describing the Services or displaying Contribution pages or other portions of the Services. You must do your own research prior to contributing to a campaign.

2. Arbucas LLC Responsibilities to Users

In accordance with terms and conditions contained herein, if you are a User of the platform, you agree that the platform will

A. receive and process online contributions (online Contributions) made by individuals or entities (Donors) through the www.Nfuse-me.com platform;

B. remit funds to the designated funding destination, to the bank account provided by the funding destination, less a payment processing fee.

D. in the event of non-profit contributions only; send reports identifying, where available, the transaction accounting details of the Users that have made Contributions to their organizations along with the amount and date of the contributions, and the name and email address for any user responsible for a single donation to that nonprofit of \$250 or more;

E. in the event of political election contributions only; send reports identifying, where available, the name, email, address, employment information, answer to FEC disclosures, and transaction accounting details of the Users that have made Contributions to their organizations along with the amount and date of the contributions;

F. comply with the Privacy Policy set forth at <https://www.nfuse-me.com/privacy>

3. User Responsibilities

A. Eligibility.

You represent that you are over the age of 18. You represent that you have legal power and capacity to form a binding contract and are not barred from receiving the services under the laws of the United States

B. Registration and Equipment Obligations

You shall provide true, current and complete information about yourself on our online or offline registration forms, including but not limited to your name, contact information and payment information (such as the expiration date of any credit or debit card). We also may require further information in order to verify your identity and information, such as confirming your email address, occupation, or employer, to comply with campaign finance disclosure laws and to provide non-profit organizations with a list of donors. We reserve the right to verify your information with third parties. If you fail to provide required information, or we have reasonable grounds to suspect that any such information is not true, current and complete, we may limit, suspend or terminate your use of all or any portion of the Services.

You are responsible for obtaining at your expense all equipment and third-party services (e.g., Internet access and email service) necessary for you to access and use the Services, and for all related charges resulting from use of the Services. You will immediately notify us of any unauthorized use or other breach of security of the Services.

C. Use of the Services

We may establish or revise and even update from time to time at our discretion general practices and limits (including the Acceptable Use Policy below) concerning your use of the Services. Should your use not comply with such practices and limits, we may at our discretion limit, suspend or terminate the

Services to you, and may contact law enforcement and affected banks, credit and debit card issuers and recipients, and other third-party payment processors.

We may at our discretion establish or revise limits on the amount of money you can contribute through the Services (in total, to a particular campaign, to a particular funding destination, for a particular time period, and/or otherwise). Some of these limitations may be required by law.

Your Contributions also are limited by the available credit on your credit card or your available account balance on your debit card or bank account, on the date of Contribution and/or processing. We also may limit, suspend or terminate the Services to you if you have a credit score from a credit reporting agency that reflects a high risk associated with your use of the Services. You are solely responsible for over limit fees, overdraft fees, finance charges and the like imposed by your bank or card issuer if your Contribution(s) exceed your available credit limit or account balance.

The full amount of each Contribution that you make using the Services (less any fees charged to you under this Agreement) constitutes a "contribution" to a Recipient that is a political candidate or committee and a "donation" to a Recipient that is a for-profit or non-profit organization, individual, or business. www.nfuse-me.com makes no representation or warranty that any contribution is tax-deductible. You agree to be responsible for the tax reporting and characterization of any contribution for your account to any Recipient.

All Contributions via the Services must be made in U.S. Dollars or converted to U.S. Dollars.

You do not purchase any goods or receive any services or obtain equity in any business or entity as a result of www.nfuse-me.com having approved funding destinations in return for your contribution.

Contributions made to nonprofit and political funding destinations, although earmarked for a specific cause to which they were made, may be used at the discretion of the organization that receives the contributions. It is up to you to confirm nonprofit status and taxable liabilities.

In the event that our anti-fraud systems detect behavior which suggests fraudulent use of stolen cards (including "card testing"), we will refund those Contributions without receiving a request from you or the intended recipient and terminate the affected fundraising campaigns, at our discretion.

Recipients are not required to accept your Contributions through the Services. You agree that we have no liability to you resulting from any Recipient's non-acceptance or refund of any Contribution. While Spotfund Technologies makes reasonable efforts to ensure that all Contributions are deposited by their intended Recipients, in the event that a recipient fails for one year to request a disbursement from your contribution will be re-designated as follows:

- A. for nonprofit contributions, the rejected or unclaimed contributions will be re-designated to a comparable nonprofit as determined by Arbucas LLC.
- B. for peer-to-peer, peer-to-business, and political contributions, the rejected or unclaimed contributions will be refunded to the user via the original payment method;

You are responsible for all chargebacks, refunded or voided Contributions, or other credits or adjustments, fees, interest, penalties or the like in connection with your use of the Services. Contributions may be refunded, voided or adjusted due to, among other things: (a) voiding or adjustment by your bank or card

issuer; (b) correction of manifest error; (c) claims made by us or others against you; and/or (d) any actual or proposed Contribution in violation of this Agreement or applicable law. You must deal directly with the other party to the transaction. If we pay any claim, chargeback, refunded or voided Contribution that you make against a Recipient, you agree that we assume your rights against the Recipient, and may pursue those rights directly or on your behalf.

If you register to create an account to receive payments via our application, you expressly authorize www.nfuse-me.com's payment processor service provider(s) to originate credit transfers to your financial institution account. You must be at least 13 years old and obtain parental permission if under 18 to receive funds. You authorize us to collect and share with our your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. www.nfuse-me.com's Privacy Policy is available [here](#).

D. Refund and Cancellation Policy

Donate with intention as refunds for the base donation amount must be secured from the recipient of your Contribution.

Requests to change the recipient of a base donation amount may only be requested prior to the transfer of funds to the recipient. After transfer occurs, the funds cannot be sent to another recipient. For all donation types, these transfers can occur as soon as the next day of your donation.

E. Acceptable Use Policy

In connection with your use of any Services, you agree not to, directly or indirectly: (i) use any Services in any way that would breach this Agreement or would be abusive, harassing, tortious, or otherwise could result in civil or criminal liability or in excessive non-acceptance, refunds and/or chargebacks of Contributions; (ii) violate any applicable law, rule or regulation, including election, campaign finance, and/or tax law, rules or regulations, and/or debit/credit card system or association rules; (iii) send or receive funds obtained by or connected with fraud; (iv) use any Services in connection with unsolicited or unauthorized email or other unethical or illegal methods; (v) provide false or misleading information or impersonate any person or entity, including, but not limited to, any representative of us or any Recipient, or misrepresent your affiliation with any person or entity; (vi) refuse to reasonably cooperate in any investigation related to the Services; (vii) intercept, monitor, interfere with or disrupt any Services or the servers, networks or communications systems connected to them or any security functionality of us or any third party; (viii) use or introduce any spyware, adware, viruses, trojan horses, worms or similar invasive, destructive or self-replicating code in connection with the Services; or (ix) use any automated system, such as "robots" or "spiders," to access our systems or Services significantly faster than a human or to monitor activity on such systems or Services. We shall be the sole arbiter as to what activities violate the foregoing; (x) create campaigns that are racist, hateful, potentially libelous, benefit groups that support violence of any kind, or benefit the accused perpetrators of violent crimes. All campaigns are subject to internal review for compliance and www.nfuse-me.com reserves the right to cancel or suspend any campaign for any reason.

F. Privacy and Other Policies

Your use of the Services is subject to our Privacy Policy and other applicable policies, each as established by us from time to time, available at <http://www.spotfund.com/privacy>, which are incorporated herein

by reference. We shall disclose to Recipients and, if required, governmental bodies such information about you as a contributor as must be disclosed by law or as may be necessary in order for Recipients to comply with applicable laws. In many cases of political contributions, such governmental bodies are required to make your information public.

G. Content and Communications

You understand that by using the Services, you may be exposed to content that is inaccurate, offensive or objectionable. The Services, or content or third parties included on the Services, may provide links to other Internet sites or resources. Because we have no control over such content, sites or resources, you acknowledge and agree that we do not endorse and are not responsible or liable for anything on or available via such content, sites or resources. You may communicate directly with persons or entities mentioned on the Services, and you agree that we have no liability or responsibility for such communications. Our platform includes features for users to flag inappropriate content, and this method can and should be used to notify us of any content that needs to be reviewed by our moderators.

H. Documentation and Tax Implications

Because www.nfuse-me.com is not sharing your personal information with any of the non-political funding destinations, the non-political funding organizations are unable to further acknowledge your contributions. You will receive an email receipt from www.nfuse-me.com when your credit card is billed which will serve as your only acknowledgement of your contribution. The contribution will appear on your credit card statement as an aggregated transaction. www.nfuse-me.com makes no representation or warranty that any contribution is tax-deductible. You agree to be responsible for the tax reporting and characterization of any contribution by www.nfuse-me.com for your account to any Recipient.

I. Ownership of Uploaded Content

By uploading images, text, and video to www.nfuse-me.com, you acknowledge that you have the right to do so and that the content uploaded to www.nfuse-me.com does not violate any copyrights of the owner. www.nfuse-me.com reserves the right to remove any content that is in violation of an owner's copyright and ban users from the www.nfuse-me.com platform who repeatedly violate this term. If you feel a copyright violation has occurred, contact info@nfuse-me.com with the subject line of "potential copyright issue".

J. Specificity of Fundraising Commitments

Unless you are an authorized representative of a funding destination, you may not pledge or promise that funds raised through your campaign will be used for any specific purpose. www.nfuse-me.com reserves the right to remove any campaigns that are in violation of this term.

4. Our Fees ("Fees")

A. www.nfuse-me.com has a 0% platform fee for all donation campaigns, regardless of destination type.

B. You agree to pay all payment processing fees for your transactions at the prices set by our payment processor(s) then in use, currently set at 2.9% plus 30 cents per transaction paid for via credit or debit card, which will be deducted out of your gross donation amount before the net amount is passed onto the recipient. We reserve the right at our sole discretion to set or revise fees from time to time.

C. If you make payment by credit or debit card, and our merchant processor(s) refuses to accept or revokes acceptance (e.g., by chargeback) of your Contributions or other payments, you agree to pay all amounts due upon demand by us. In such event, if any amounts due to us are not paid when due, such amounts shall be subject to a late fee of 1.5% per month or the maximum amount allowed by law on such late amounts, whichever is less, and you also will reimburse us for the reasonable costs of collection, including without limitation reasonable attorneys fees and expenses. Each time you use any Services that result in a donation or contribution to be made, or allow or cause such Services to be used, you agree and reaffirm that we are authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with the Services, and you must refer to such agreement with respect to your rights and liabilities as a cardholder.

D. If you have any question regarding any charges that have been made via the Services, you must contact our service department within 30 days of the charge date, subject to the Refund Policy in section 3.D.

5. Suspension or Termination

A. We reserve the right to suspend or terminate your use of any of the Services (e.g., by not processing pending Contributions) and/or this Agreement without notice at any time and with or without cause. Without limiting the foregoing, we may suspend or terminate your use and/or this Agreement upon any of the following: card expiration, insufficient funds, rejection of any Contribution, payment or card charges, violation of our Acceptable Use Policy or other policies, if your accounts are frozen, if a legal order directs us to suspend or terminate providing the Services to you or otherwise limits or prohibits Contributions by you, or if your financial institution (or its agent or affiliate) seeks return of amounts previously paid to us when we believe you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to us.

B. You may terminate your use of the Services and this Agreement at any time, with or without cause, upon written notice.

6. Modifications to this Agreement and/or Services

A. We may amend this Agreement at any time by (a) posting revised Terms of Service and Use accessible via web sites for the Services, and/or (b) sending information regarding the amendment to your email address of record with us. You are responsible for regularly reviewing such web sites to obtain timely notice of such amendments. You shall be deemed to have accepted such amendments by continuing to use any Services after such amendments have been posted or information regarding such amendments has been sent to you. If you do not agree to any of such changes, you may terminate this Agreement and immediately cease all access and use of the Services. You agree that such termination will be your exclusive remedy in such event.

B. We reserve the right at any time and from time to time to modify or discontinue all or any portion of any Services without notice to you. We shall not be liable to you or any third party should we exercise such rights. We may specify from time to time the version(s) of related products required in order to use the Services (e.g. browsers, hardware, and operating systems).

7. Disclaimer of Warranties and Limitation of Liability

A. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND NEITHER WE NOR ANY OF THE OWNERS OF SITES THAT LINK TO OR DISPLAY CONTRIBUTION FORMS OR PAGES PROVIDED BY US (“SPONSORS”) NOR OUR SUPPLIERS OR AGENTS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE SAME. WE AND OUR SPONSORS, SUPPLIERS AND AGENTS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, OR SECURITY, AND DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

B. NEITHER WE NOR ANY OF OUR SPONSORS, SUPPLIERS OR AGENTS WILL BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR LOST REVENUES, PROFITS OR SAVINGS) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES, AND YOU HEREBY RELEASE AND WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF WE OR ANY SUCH SPONSOR, SUPPLIER OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. AS TO SUCH MATTERS, If you are a California resident, you waive your rights under California Civil Code § 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Residents of other states similarly waive their rights under comparable state law. THE ENTIRE LIABILITY OF US AND OUR SPONSORS, SUPPLIERS AND AGENTS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE OUR SERVICES IN THE THREE (3) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) U.S.\$50.00. YOU HEREBY RELEASE US AND EACH OF OUR SPONSORS, SUPPLIERS AND AGENTS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. You agree that any claim or cause of action arising out of or related to use of OUR SERVICES or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

C. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

8. Ownership and Limited Right to Use

A. You agree that all programs, services, processes, designs, software, technologies, trademarks, trade names, inventions, patents, other intellectual property and materials comprising the Services are wholly owned by us and/or our suppliers except where expressly stated otherwise.

B. Subject to your payment of applicable fees and compliance with the other terms and conditions of this Agreement, we grant you a limited, nonexclusive, non-transferable, revocable right to use the Services solely for your personal use. You agree not to use for any other purpose, sell, resell, rent, sublicense, or create a derivative work of, the Services, without our prior written permission. All rights not specifically granted by us are reserved by us.

C. We may provide forms or mechanisms for you to provide content for feedback, testimonials, suggestions and ideas about our products and services, or you may provide such content through other means (“Responses”), and accordingly, We may use any Responses in any way, including in future versions of its products or services, and/or its advertising or promotions. You grant us a perpetual, worldwide, non-

exclusive, irrevocable, transferable, sub-licenseable, license without royalty or other compensation to use, copy, distribute, create derivative works of, transmit, perform and display the Responses, in any manner and for any purpose.

9. Indemnification

You agree to defend, indemnify and hold harmless us and each of our officers, directors, employees, Sponsors, suppliers and agents from and against any and all losses, liabilities, expenses (including attorneys' fees and costs) and damages arising out of claims based upon or caused by your breach of this Agreement or use of any Services.

10. Notices; Consent

Notices given by us to you will be given by general posting on the our web site, or by email, overnight courier, first class or express mail to your address of record at our offices. Notices given by you to us must be given by first class or express mail, certified or registered, postage prepaid and sent to us at 2902 Country Club Blvd. Sugar Land, TX 77478. All notices shall be effective upon receipt.

11. Arbitration; Waiver of Class Action Rights

A. You hereby agree that any dispute, claim or controversy (other than those for equitable relief or concerning our intellectual property) between you and us arising from this Agreement (each a "Claim") shall be resolved by binding arbitration. Arbitration replaces the right to appear in court, and you also agree to waive any right that you might have to a jury trial or the opportunity to litigate any Claims in court before a judge or jury. Either you or we may require the submission of a Claim to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced.

B. Neither you nor we will be entitled to join or consolidate Claims by or against the other in any arbitration, or to include in any arbitration any Claim as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

C. This section 10 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (Title 9 of the United States Code, as amended). The party filing a Claim(s) in arbitration must file its Claim(s) before a single arbitrator appointed by the American Arbitration Association ("AAA") under its then-current commercial disputes rules. For any Claim of less than \$10,000, we may elect non-appearance based arbitration through AAA or another mutually-approved arbitration provider, and in such event the arbitration shall be conducted by telephone, video conference, and/or online, and/or be based solely on written submissions of the parties. The arbitrator must be a lawyer actively engaged in the practice of law or a retired judge, and must have relevant expertise.

D. The arbitrator shall not have authority to vary the terms or conditions of this Agreement. The arbitrator's award shall be final and binding on the parties, except that either party may seek judicial relief for any alleged failure by the arbitrator to comply with the preceding sentence, and either party may also seek judicial relief to enforce an award if necessary.

E. This section 10 does not prevent you or us from exercising any lawful rights to other self-help remedies, such as setoff rights.

F. You and we each shall take all steps and execute all documents necessary for the implementation of arbitration proceedings. Neither the parties nor the arbitrator may disclose the content or results of any such arbitration, except as required by court order or applicable law, rule or regulation. The parties shall share equally the costs assessed by the AAA or the arbitrator, and other joint costs of the arbitration, but each party shall bear its own attorneys' and experts' fees and other costs incurred that are solely attributable to that party's decisions and actions.

G. Subject to the foregoing, you agree that exclusive jurisdiction for any dispute, claim or controversy arising from this Agreement shall be in the federal and state courts located in Texas, U.S.A.

12. General Terms

The laws of the State of Texas, U.S.A., excluding its conflicts of law rules, govern this Agreement and your use of the Services. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary shall be void. Subject to the preceding sentence, this Agreement benefits and binds the respective successors and assigns of the parties. We at our sole discretion may contract with third parties to process payments and/or provide any other of the Services. We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties, understandings or communications between the parties regarding the subject matter herein. There are no third party beneficiaries to this Agreement. Our rights and remedies in this Agreement, at law or in equity, are cumulative and are not intended to be exclusive of one another. Sections 2, 3, 4, 6, 7(A) and (C), and 8 to 10 inclusive of this Agreement shall survive the termination of this Agreement.

Contacting Us

If there are any questions regarding our terms and conditions you may contact us using the information below.

Arbucas LLC

2902 Country Club Blvd

Sugar Land, TX 77478

USA

info@nfuse-me.com