

# Terms and Conditions

**In using this website or subscribing to recurring donations, you are deemed to have read and agreed to the following terms and conditions**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "User", "You" and "Your" refers to you, the person accessing this website and accepting the Organization's terms and conditions. "The Company", "The Organization", "ourselves", "We", "Our" and "Us", refers to our Banded Efforts Organization. "Party", "Parties" and "Us" refers to both the client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the charitable causes in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the charitable needs in respect of provision of the organization's stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## Privacy Statement

We are committed to protecting your privacy. Authorized employees within the Company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. All information will be kept in a fully secure and password protected environment, and will never be used for purposes outside of the Company. Please review our Privacy Policy for more information.

## Disclaimer

### Exclusions and Limitations

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, this Organization:

- Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Organization's literature; and
- Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law.

## Subscriptions

### Payments

Each payment is processed through a payment gateway and a merchant bank account. This is standard procedure, and all fees will be taken out of the recurring donations, which recurs on the first of each month. All remaining funds will be processed by the Organization.

### Cancellation Policy

Minimum 24 hours' notice of cancellation required. Notification must be submitted through the unsubscribe link within the website. If a cancellation email is received on the day of a new billing cycle, the account may still be charged. There are no specific termination fees that users need to pay upon cancellation.

### Renewal

Renewal will automatically start a new transaction period. If renewals start prior to one month's end of a termination it will result in payment in a shorter term than the standard monthly payments

### **Termination of Agreements and Refunds Policy**

Both the client and the Company have the right to terminate any services agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a service is deemed to have begun and is, for all intents and purposes, underway.

### **Availability**

Unless otherwise stated, the subscription services are offered only within the counties / regions that the Organization is currently operating in. This is subject to change. The Organization does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Organization, its employees, agents and affiliates against any loss or damage, in whatever manner, however caused.

### **Links**

#### **Links to this Website**

Any links to this website must only be used for information purposes. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it. The Organization is not liable for any malicious behavior from false or advertised links that claim to be related to the Organization. The Organization has the right to request the removal of links or protected information from other websites or other forms of media.

#### **Links from this Website**

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or materials appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Organization will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

### **Copyright**

#### **Notice**

Copyright and other relevant intellectual property rights exist on all text relating to the Organization's services and the full content of this website. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Organization. You agree not to use or launch any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access, monitor or copy any Content or information in or on this Site. You also agree not to upload, post or otherwise make available on this Site any material protected by copyright, trademark or other third party proprietary rights

### **Security**

You agree not to transmit any viruses, code, software, or other forms of media malicious or not in relation to this site or the Banded Efforts name.

You agree not to interfere with the operations of this website, its servers, or its users.

You agree not to collect or harvest any personally identifiable information from this Site, our servers, or databases.

If the Organization's website, servers, computers, or other technological devices have been compromised, the Organization is not liable to any damage or attacks on the user whether that be virtual or financial.

## **Content**

You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Under no circumstances shall Banded Efforts, its affiliates, or their respective shareholders, members, directors, managers, officers, or employees be held liable for any loss or damage caused by your reliance on information obtained through this Site. It is your responsibility to evaluate the information, opinion, advice, or other content available through this Site.

Pictures, documents, text, links, and all other forms of information and data provided to the Organization from third parties may be posted and used by the Organization as it sees fit to do so.

Document and image names provided to the Banded Efforts Organization for posting on the Banded Efforts website may be shortened and followed with an ellipsis to meet website limitations.

Removal of information from third parties must be requested via email or written letter to ensure there is a traceable request and to reduce mistakes

Third parties that wish to separate from the Organization must allow the organization a full 30 days after the request for separation has been acknowledged for any information and data to be removed from the Website.

Data provided to the Banded Efforts Organization for use on the website from partners has the potential to be used in marketing, advertising, and social media posts

Without approval or permission, sites and other forms of media cannot create frames (iframes) around any page of the Banded Efforts website that alter the presentation or appearance of the pages

The Organization has the right to require unapproved use of the data within its site, whether that data originated from the Organization itself or one of its partners, to be removed, to stop being used, or to be retracted.

You may not alter the content of this site in any way.

## **Third Parties**

There are no third party beneficiaries to this agreement.

## **General**

### **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any agreement contained herein.

### **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not

cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

### **US Law**

The laws of the United States of America govern these terms and conditions. By accessing this website and using our services you consent to these terms and conditions and to the exclusive jurisdiction of the United States' courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Organization to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Organization.

### **Anti-Terrorism Statement**

The Organization does not advocate, support, assist, or engage in any illegal or terrorist activities. The Organization also does not employ, assist, support, or otherwise associate itself with any entities, organizations, or individuals that have any relationship with terrorist activities.

### **Amendments**

#### **Notification of Changes**

The Organization reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

### **Communication**

We have several different email addresses for different queries. All inquiries regarding this and all other Agreements should be sent to [Support@BandedEfforts.org](mailto:Support@BandedEfforts.org).

**These terms and conditions form part of the Agreement between the Client and us. You're accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**