

FUND THE FIRST
TERMS OF SERVICE
Effective January 12, 2021

Welcome to Fund the First's website hosted and operated by FT1, Inc. The website at <https://fundthefirst.com/> (the "**Fund the First Platform**" or "**Platform**") and related services (including Fallen First Reserve and any new features and applications) are collectively referred to as the "**Fund the First Services**" or "**Services**". All users of the Fund the First Platform and the Fund the First Services, including campaign organizers (as defined below), beneficiaries of a campaign, or donors (each a "**User**" and collectively referred to as "**Users**" or, generally, "**you**," "**your**") are subject to these Terms of Service (the "**Terms of Service**") in contract with FT1, Inc. DBA Fund the First ("**we**," "**us**," "**our**"), 2009 Decker Ave Merrick, NY 11566.

Please read these Terms of Service carefully. These Terms of Service are important and affect your legal rights as a User of the Platform and Services. By using the Fund the First Platform, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy located at <https://fundthefirst.com/privacy-policy/>. All the terms of our Privacy Policy are incorporated by reference into these Terms of Service.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision. Your continued use of the Services constitutes your acceptance of all changes and the version of Terms of Service effective on the date(s) of use.

ACCESS AND USE OF THE SERVICES

Fund the First Services

The Fund the First Platform and related Services consist of providing a platform for supporting verified first responders or the family of verified first responders upon Fund the First approval (the "**Beneficiary**") by a fundraising campaign ("**Campaign**") posted to the Platform by the first responder or a representative (the "**Campaign Organizer**") to accept monetary Donations ("**Donations**") from Donors ("**Donors**"). Our Services consist of technology to facilitate the Campaigns and administrative support for Donors to manage the Campaign and Donations. Fund the First reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom.

Fund the First is not a broker, agent, financial institution, creditor or 501(c)(3) nonprofit corporation.

We are a for-profit corporation. Our principal business is the operation, maintenance and administration of the Platform. While we pride ourselves on our mission to honor and empower first responders, and thus do our best to structure our fees in a manner that allows Campaign Organizers to keep as much of your Donations as possible, neither we nor the Platform are charities or not-for-profit organizations. See the section below entitled Fund the First Fees.

We do not solicit Donations for ourselves, for Campaign Organizers or for any third-party. Similarly, the Campaigns presented on our Platform are solely for the benefit of verified first responders or the family of fallen first responders. While it is possible that a Campaign Organizer is a recognized, properly formed charitable organization and your Donations may be deductible for purposes of U.S. federal income tax, you are solely responsible for determining whether that is the case. We recommend you seek the advice of a reputable tax advisor.

All information and content provided by Fund the First relating to the Services is for informational purposes only, and Fund the First does not guarantee the accuracy, completeness, timeliness or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Campaigns or making a Donation, or any information or content relating to the Services, you should consult your financial, legal, tax or other professional advisor as appropriate. *You acknowledge that all information and content accessed by you using the Services is at your own risk.*

Fund the First has no control over the conduct of, or any information provided by, a User and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Campaign will obtain a certain amount of Donations or any Donations at all. We do not endorse any Campaign or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Campaign. You, as a Donor, must make the final determination as to the value and appropriateness of donating to any Campaign.

User Eligibility: The Fund the First Platform is offered and available to users who are 18 years of age or older, or 13 or older and your parent or legal guardian must consent to the Terms of Service on your behalf; and reside in the United States or any of its territories or possessions or otherwise have capacity and / or authorization to use this Platform within your jurisdiction. By using this Platform, you represent and warrant that you (or your parent or guardian if you are under 18) are of legal age to form a binding contract with us and meet the local law eligibility requirements. If you do not meet these requirements, you must not access or use the Fund the First Platform.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Fund the First of any unauthorized use of your password or account

or any other breach of security, and (b) sign out from your account at the end of each session when accessing the Services. Fund the First will not be liable for any loss or damage arising from your failure to comply with this Section.

Donors: All Donations are at your own risk. When you make a Donation through the Platform, it is your responsibility to understand how your money will be used. Fund the First is not responsible for any offers, promises, rewards or promotions made or offered by Campaigns or Campaign Organizers. Fund the First requires a comprehensive verification process, both through ID.me and/or a manual verification by Fund the First personnel. Through the implementation of our verification process, we can guarantee that the Beneficiary of a Campaign will be a verified first responder or the family of a verified first responder. However, we do not represent or guarantee that the Donations will be used in accordance with any fundraising purpose described by a Campaign or Campaign Organizer or in accordance with applicable laws. Please review the Fee section below. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a User or Campaign is not raising or using the funds for their stated purpose, please use the "Report Fraud" button on the Campaign to alert our team of this potential issue and we will investigate.

Campaign Organizer: You, as a Campaign Organizer, represent, warrant, and covenant that (i) all information and content (described below) you provide in connection with a Campaign or Beneficiary is accurate and complete, and that you have all rights and permissions from the first responder and/or their family or representative to provide such information and content; (ii) all Donations to your Campaign will be used solely as described in the materials that you post or otherwise provide; (iii) if you withdraw Donations believed by reasonable Donors to be raised on behalf of someone other than you (i.e., the Beneficiary), all Donations will be given to and/or spent on behalf of the Beneficiary; (iv) if you add a Beneficiary through the Services, you relinquish control of the Donations, including the ability to issue refunds; (v) you will not infringe the rights of others; (vi) you will comply with all relevant and applicable law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, political donations, and asset disclosures for your project; and (vii) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize Fund the First, and Fund the First reserves the right to, use and provide information relating to your Campaign in accordance with our Privacy Policy, including but not limited to Donors and beneficiaries of your Campaign, to law enforcement, and to assist in any investigation thereof.

If you use the Services as a Campaign Organizer on behalf of a Beneficiary, you acknowledge that only one campaign is allowed on the platform per Beneficiary. Multiple campaigns for the same Beneficiary cannot be concurrently active on the platform, and in the event we discover any such multiple campaigns, we reserve the

right to terminate all or some of the campaigns. Upon completion of a campaign, a subsequent campaign can be posted to the platform for the purposes of raising money for the same Beneficiary.

Your Registration Obligations: You may be required to register with Fund the First in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself and your Campaign as prompted by the Services' registration form. Campaign Organizers must register using their true identities (or the identities of the Charities' authorized representatives), including their name, address and any image or video purporting to depict the Campaign Organizer or the Beneficiary of such campaign. You agree to keep registration information current and up to date.

Registration data and certain other information about you are governed by these Terms of Service and our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, with or without registering, only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors, verification platforms), with whom Fund the First has entered into contracts, in order to be able to benefit from their services. If Fund the First or one of our payments processors at any time discovers that the information you provided about yourself or the purpose of your Campaign is incorrect or violates any of these Terms of Service or their terms of service, the Services may be suspended and/or terminated with immediate effect and fines may be applied by the relevant authorities which will in all such cases be payable by you. You acknowledge and agree that the use of third party payment processors are integral to the Services and that we may exchange information with such third parties in order to facilitate the provision of Services as set out in our Privacy Policy.

Verification: Any first responder is welcome and eligible to register on Fund the First. In order to initiate a campaign utilizing the Services, a first responder, family of a first responder, or a representative acting on behalf of the first responder or their family will be required to **verify the first responder** through our partner, ID.me. By utilizing the ID.me service, through Fund the First, you agree to ID.me's [Terms of Service](#).

Upon verification, your Campaign will launch within twenty-four hours. During this twenty-four hour window, a Campaign Director will complete a comprehensive vetting process, ensuring the accuracy and validity of the Campaign.

Business Venture: The Fund the First Platform offers a Business Venture option as part of the Services for raising funds for business related projects. Upon completion of the first responder verification process through ID.me, you will be able to access the Business Venture option of the platform.

You must download and fill out a [W9 form](#) and e-mail it to info@fundthefirst.com before your campaign can be activated.

When a first responder starts a Business Venture campaign, they invite donors to accept their offer and form a contract with them. Fund the First provides the platform to raise funds and is not party to the contract, this is between the campaign organizer and donor(s) only.

Fund the First platform fees apply to donations to a Business Venture campaign. See Fund the First Fees section for further details.

Rewards are offered to donors in up to five (5) donation tiers, or a custom donation amount can be selected offering no reward. Once a Business Venture project is successfully funded, the campaign organizer must fulfill each reward. After all rewards are distributed to their respective donors, the campaign organizer has fulfilled his obligation to the donors. The campaign organizer must be transparent and communicative to donors throughout the project, providing periodic updates on progress.

The campaign organizer will be able to access and download a spreadsheet of donors which includes their name, address and respective donation tier.

It is important that donors understand that unforeseen circumstances may delay projects or cause them to go unfinished. If a campaign organizer fails to complete their project and fulfill their rewards, they must make a reasonable effort to satisfy the donors.

In the event of an unfinished project where rewards were not distributed, it is the responsibility of the campaign organizer to refund donors. In the event of an unfunded project, upon refunding of donors, the campaign organizer must also pay the applicable payment processing fees. In the event the campaign organizer is unable to satisfy the terms put forth in this agreement, they may be subject to legal action by donors.

FEES AND TAXES

Fund the First Fees: Fund the First charges an industry-standard payment processor fee (hereinafter and on the Platform referred to as "Payment Processor Fees"). Fund the First uses Stripe, Inc. as its payment processor and fees are 2.9% + \$0.30 for each Donation. See <https://stripe.com/payments>.

Example - If a donor gives \$100 to a campaign, the campaign host/beneficiary will see approximately \$97 of that donation due to the fee being deducted automatically.

Taxes: Fund the First makes no representation as to whether all or any portion of your Donations, including, if any, Payment Processor Fees, are tax deductible or eligible for

tax credits. It is your responsibility to determine what, if any, taxes apply to the Donations you make or receive through your use of the Services. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authorities. Fund the First will have no liability for any claim by any federal, state, territory, local or any other tax authority with respect to the characterization on any applicable tax return of any Donation made or received by you, any User, Beneficiary, Campaign or any Campaign Organizer. You should consult your tax advisor as to the amount of your Donation that is tax deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any Donation in any relevant jurisdiction, and particularly if you are awarded a gift or prize in connection with your Donation.

WEBSITE CONTENT

Public Content; Public Display of User Information and Donations: Some of your activity on and through the Services is public, such as content you post publicly on the Platform in connection with a Campaign or event (which may include descriptions, texts, music, sound, information, data, software, graphics, comments, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other Users or recipients) ("**User Content**"). Additionally, User profile information, including your first and last name, public email address, organization, personal biography, and other information (such as first responder type (fire, police, etc.)) you enter in connection with your user profile may be displayed to other users to facilitate user interaction within the Services. For example, Campaign Beneficiaries and/or Organizers, might choose to post certain personal data - such as information about a recent hospital stay - which data could be considered sensitive data. Donors have the option to publicly display your name and the amount of your Donation for all to see, including on search engines (like Google and Yahoo). Please remember that if you choose to provide personal information using certain public features of the Services, that information is governed by the privacy settings of those particular features and may be publicly available. Individuals reading such information may use or disclose it to other individuals or entities without our knowledge and without your knowledge, and search engines may index that information. We therefore urge you to think carefully about including any specific information you may deem private in content that you create or information that you submit through the Services. Please see our [Privacy Policy](#) for information on the ways that we may collect, use, and store certain information about you and your use of the Services.

Volunteered Information: Please be advised that User Content and other information you voluntarily provide may be publicly accessible, such as information you post in forums or comment sections. We also collect information through customer support communications, your communications to us of ideas for new products or modifications to existing products, and other volunteered submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, with publicly-accessible information, "**Volunteered Information**"). By sending us Volunteered Information, (a) you agree that we are under no obligation of confidentiality,

expressed or implied, with respect to the Volunteered Information; (b) you agree that Fund the First will be entitled to the unrestricted use and dissemination of the Volunteered Information for any purpose, commercial or otherwise, without acknowledgment or compensation to you; (c) you represent and warrant that you have all rights necessary to submit the Volunteered Information; (d) to the extent necessary, you hereby grant to Fund the First a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right (through multiple tiers) and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Volunteered Information, and to sublicense the foregoing rights; and (e) you irrevocably waive, and cause to be waived, against Fund the First and its users any claims and assertions of any moral rights contained in such Volunteered Information. This Volunteered Information section shall survive any termination of your account or the Services.

You acknowledge and agree that Fund the First may preserve Volunteered Information, as well as User Content, and may also disclose your Volunteered Information and/or User Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Fund the First, its users or the public.

Third-Party Communications: If you use any feature of the Services that allows you to communicate with third parties (such as to refer a third party to the Services or to communicate with them regarding a Campaign or a Donation), either by submitting Third-Party Data to the Services or otherwise permitting the Services to automatically access Third-Party Data in your possession, you acknowledge and agree that you have the authority of the relevant third party for us to access and use the relevant Third-Party Data and that you have notified these third parties and informed them how their information is collected and used by Fund the First to provide the Services. We reserve the right to identify you as the person who has made the referral in any messages that are sent to them. We use Third-Party Data to (a) contact such third party using the Third-Party Data provided, and/or (b) provide you with an editable template message designed to facilitate communications between you and such third party through the Services. In addition to sending the foregoing communications we may also send reminders or related messages to you and to third parties on your behalf from time to time where permitted by applicable law. In each case, any such communication sent to third parties using Third-Party Data will provide a means to “opt out” of receiving further communication of the same nature.

Promotions on the Fund the First Platform: You are not permitted to offer any contest, competition, reward, give-away, raffle, sweepstakes or similar activity (each, a "Promotion") on or through the Fund the First Services. In the event we discover any such Promotion, we reserve the right to terminate it at our discretion and terminate any user account(s) associated with the same.

Data Retention: You acknowledge that Fund the First has no obligation to you to retain data relating to any account or Campaign. You acknowledge that Fund the First reserves the right to delete data or to terminate accounts or Campaigns at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

DONATIONS

Donations: In order to donate to a Campaign or to an event, a Donor will be required to provide Fund the First information regarding its credit card or debit card (“Payment Instrument”) that is linked to the Donor’s account on the Services (a “Billing Account”). You, as a Donor, represent and warrant to Fund the First that such information is true and that you are authorized to use the applicable Payment Instrument. You agree that a certain minimum Donation amount may apply, and that all Donations are final and will not be refunded unless Fund the First, in its sole discretion, agrees to issue a refund. Fund the First uses third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any Donations made, and Donors acknowledge that by donating a Donation to a Campaign, the Donor is agreeing to any and all applicable terms set forth by our payment partners (currently, Stripe, Inc.), in addition to these Terms of Service, including [Stripe’s terms of service](#). Please see the fee information above.

Recurring Donations: Donors may have the option to donate recurring period Donations (your agreement to make the Donations on a recurring basis, a “Donation Subscription” and each individual Donation made in connection with a Donation Subscription, a “Donation Installment”), and in electing to donate on a recurring basis, you, as a Donor hereby acknowledge that Donation Subscriptions automatically renew and have a recurring payment feature, and that unless and until you opt out of the auto-renewal of the Donation Subscription, which can be done through the Platform, any Donation Subscriptions you have signed up for will be automatically extended for successive renewal periods of the same duration as the initial term originally selected. In connection with each of your Donation Subscriptions, you (i) hereby authorize Fund the First to bill your Payment Instrument in the amount of the applicable Donation Installments in advance on a periodic basis until you terminate such periodic payments by opting out of the Donation Subscription, (ii) accept responsibility for payment of all Donation Installments occurring prior to opt out and (iii) agree to promptly update your Billing Account with any changes (for example, any changes related to your Payment Instrument, such as a change in your billing address or credit card or debit card expiration date). Changes to or termination of Donation Subscriptions or Donation Installments will apply only to Donation Installments that take place after Fund the First receives notice of such change or termination. Fund the First does not provide refunds of any amounts received in connection with previously made Donation Installments. Additionally, by enrolling in any Donation Subscriptions, you acknowledge and agree for any and all such Donation Subscriptions, that (a) the ongoing maintenance and operation of Donation Subscriptions and each Donation Installment are the sole

responsibility of, and subject to the sole discretion of, the individual or entity responsible for managing and receiving the Donation Subscription (i.e., the applicable Campaign Organizer), (b) individual Donation Installments may not be tax deductible, even if previous Donation Installments for the same Donation Subscription were, and the amount of each Donation Installment that is tax deductible may vary, (c) one or more specific Donation Installment may not be provided to or received by the applicable Campaign if such Campaign becomes unavailable, unable to accept Donations, or chooses to stop receiving Donations, which may occur for various reasons, such as if the Campaign becomes subject to an investigation or is suspended or removed from the Services by Fund the First or (d) the amounts actually received by the applicable Campaign may differ from one Donation Installment to the next (for example, if the Payment Processor fees associated with the Donation Installment change).

Your non-termination of a Donation Subscription reaffirms that Fund the First is authorized to charge your Payment Instrument for the Donation Subscription in accordance with these terms. This does not waive our right to seek payment directly from you.

Campaign Organizers, Beneficiaries or Charities

Account Holds: From time to time, Fund the First may, in its sole discretion, place a hold on a Campaign account (a "Hold"), restricting Withdrawals (defined herein), secure reserves, or take similar actions to protect its interests and those of its Users. Some of the reasons that we may take such actions include, but aren't necessarily limited to, the following: (i) if we have reason to believe (in our sole discretion) that information provided by a Campaign Organizer is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (ii) if the funds available (as determined by Fund the First in its sole discretion) should be provided directly to a person other than the Campaign Organizer (such as a legal beneficiary or person entitled by law to act on behalf of a Campaign Organizer), (iii) if we have reason to believe that a Campaign or Campaign Organizer has violated these Terms of Service, (iv) if Fund the First determines that the Campaign Organizer is colluding with Donors to engage in fraudulent activity, (v) if we have reason to believe (in our sole discretion) that there may be suspicious or fraudulent Donation activity, or (vi) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If you have questions about a Hold we may have placed on your Campaign account, or need information about how to resolve the Hold, please contact us at info@fundthefirst.com.

Withdrawing Donations from a Campaign: While Fund the First strives to make Withdrawals available to you promptly, you acknowledge and agree that Withdrawals may not be available to you for use immediately, and Fund the First does not guarantee that Withdrawals will be available to you within any specific time frame, and Fund the First expressly disclaims any and all responsibility for any delay or inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability. You, as a Campaign Organizer, are responsible for ensuring that the

information you provide to Fund the First in order to process a Withdrawal, including your bank account information, is accurate and up to date. Fund the First may, at any time, for any reason, without notice, and in its sole discretion, offer or issue a refund of Donation(s) with or without consulting with you, which may comprise the entire amount donated to your campaign. Fund the First is not liable to you or to any third party for any claims, damages, costs, losses, or other consequences caused by Fund the First issuing refunds, including, but not limited to transaction or overdraft fees.

Recordkeeping: With respect to all Donations you make or accept through the Services, you agree: to maintain a copy of all electronic and other records related to Campaigns and Donations as necessary for Fund the First to verify compliance with these Terms of Service and make such records available to Fund the First upon our request. This is consistent with your obligations to maintain documentation as required by applicable laws, rules, regulations, or governmental authority; and Fund the First's request, including without limitation in case of investigations by Fund the First, a payment processing partner, or a regulatory or governmental authority, to fully cooperate in the auditing of such records, investigation of the relevant circumstances and remedy of any uncovered violation or wrongdoing.

PROHIBITED CONDUCT

You are solely responsible for compliance with all applicable laws in relation to your Campaign or use of the Services. You are further solely responsible for all User Content that you upload, post, publish, display, transmit or otherwise use. If you are not the beneficiary of the Campaign you organize, you agree to deliver funds to the ultimate beneficiary directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms of Service.

All Users must comply with these Terms of Service and use the Fund the First Platform and services in a lawful manner. Fund the First reserves the right to remove any Campaign and/or investigate any User who, in our sole discretion, violates any of the terms or spirit of these Terms of Service. As we review your Campaign, a User, or User Content, we may consider all available material including but not limited to social media, related news, and any other information that we, in our sole discretion, deem relevant in our review. We further reserve the right, without limitation, to ban or disable your use of the Services, remove the offending User Content, suspend or terminate Your account, stop payments to any such Campaign, freeze or place a hold on Donations, and report you to law enforcement authorities or otherwise take appropriate legal action including seeking restitution on behalf of ourselves and/or our users.

Without limiting the foregoing, you agree to use the Services solely to raise funds or establish or donate to any Campaign for the benefit of first responders, their families or first responder non-profits and lawful purposes in accordance with these Terms of Service. You agree not to use the Platform for:

1. the violation of any law, regulation, industry requirement, or third-party guidelines or agreements by which you are bound, including those of payment card providers and transaction processors that you or we utilize in connection with the Services;
2. User Content or campaigns that are fraudulent, misleading, inaccurate or otherwise dishonest;
3. any illegal, nefarious or hateful purposes;
4. fraud, mismanagement or other misappropriation of Donations;
5. unauthorized or inappropriate use of User Content or information, including intellectual property infringement as described below;
6. collecting or providing funds for any purpose other than as described in a Campaign description;
7. actions that divert the purpose and intention of Fund the First and its mission and any other activity that Fund the First may deem in its sole discretion to be unacceptable.

Specifically in regard to personal information, User Content and intellectual property security and rights, no one may access the Fund the First Platform and/or use the Services to transmit or otherwise upload any User Content that:

- A. (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) in the sole judgment of Fund the First, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Fund the First or its users to any harm or liability of any type;
- B. interferes with or disrupts servers or networks connected to the Services, or disobeys any requirements, procedures, policies or regulations of networks connected to the Services;
- C. harvests, collects or publishes personally identifiable information of others;
- D. creates any liability for Fund the First or causes us to lose (in whole or in part) the services of our Internet Service Provider(s), web hosting company or any other vendors or suppliers;
- E. involves any conduct that, in Fund the First's sole judgment and discretion, restricts or inhibits any other user from using or enjoying the Services, including gaining unauthorized access to the Services, or any account, computer system, or network connected to these Services, by any unauthorized or illegal means;
- F. otherwise undertakes any activity or engage in any conduct that is inconsistent with the business or purpose of the Services.

Fund the First reserves the right to refuse, condition, suspend or terminate any Campaigns, Donations or other transactions that we believe in our sole discretion may violate the Terms of Service or harm the interests of any first responder, Beneficiary, Users, business partners, the public, or Fund the First, or that expose you or others to risks unacceptable to us. We may share any information related to your use of the Services with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about any User, Campaign, Campaign Organizer, Donations, and transactions made through or in connection with your use of the Services.

INTELLECTUAL PROPERTY RIGHTS

Services Content, Software and Trademarks: You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Fund the First, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services, the Services Content, or Content, in whole or in part, except that the foregoing does not apply to your own User Content that you legally upload to the Services. In connection with your use of the Services you will not engage in or use any data mining, spiders, robots, scraping or similar data gathering or extraction methods. If you are blocked by Fund the First from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of Fund the First, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Fund the First.

The Fund the First name and logos are trademarks and service marks of Fund the First (collectively the "***Fund the First Trademarks***"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to Fund the First. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Fund the First Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Fund the First Trademarks will inure to our exclusive benefit, and any use of third party marks on the Services inures to the exclusive benefit of each such mark's respective owner.

Third-Party Material: Under no circumstances will Fund the First be liable in any way for any content or materials of any third parties (including Users) or any User Content (including, but not limited to, for any errors or omissions in any User Content), or for any

loss or damage of any kind incurred as a result of the use of any such User Content. You acknowledge that Fund the First does not pre-screen User Content, but that Fund the First and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any User Content that is available via the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

User Content Transmitted Through the Services: With respect to the User Content, you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant Fund the First and its affiliated companies and users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless Fund the First and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of Fund the First in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or Fund the First's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

We do not guarantee that any Services Content will be made available through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Services Content or User Content, in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Services Content or User Content, or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Services Content or User Content from the Services.

Payment Card Industry Data Security Standard: The Payment Card Industry Data Security Standard (PCI DSS) is a set of industry-mandated requirements for any business that handles, processes, or stores credit or debit cards. The primary purpose of the standards is to maintain controls around cardholder data to reduce credit or debit card fraud. As a service provider, Fund the First is PCI DSS compliant and will maintain all applicable PCI DSS requirements to the extent that we possess or otherwise store, process, or transmit cardholder data on behalf of you, or to the extent that we can in any way impact the security of your cardholder data environment.

Copyright Complaints: Fund the First respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Fund the First of your infringement claim in accordance with the procedure set forth below.

Fund the First will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Fund the First's Copyright Agent at info@fundthefirst.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

Fund the First Copyright Agent:
FT1 Inc. DBA Fund the First
Attn: Legal
2009 Decker Ave
Merrick, NY 11566

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Fund the First will send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Fund the First has adopted a policy of terminating, in appropriate circumstances and at Fund the First's sole discretion, users who are deemed to be repeat infringers. Fund the First may also at its sole discretion limit access to or terminate the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

RIGHTS AND RESPONSIBILITY

General

These Terms of Service constitute the entire agreement between you and Fund the First and govern your use of the Services, superseding any prior agreements between you and Fund the First with respect to the Services. You also may be subject to additional terms of service that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and Fund the First agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York, New York. The failure of Fund the First to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) invalid, the parties nevertheless

agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Fund the First, but Fund the First may assign or transfer these Terms of Service, in whole or in part, without restriction. If we fail to enforce any of our rights, that does not constitute a waiver of that right. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platform. Fund the First may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, reorganization or sale of equity or assets, or by operation of law or otherwise. Nothing in these Terms shall prevent Fund the First from complying with the law. Fund the First shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Third Party Websites/Services

The Fund the First Platform and Services may include links, tools, widgets or other features that allow you to access other sites, services and resources provided by third parties (collectively, "**Third Party Resources**"). Fund the First has no control over such Third Party Resources or any products, services or content made available through or by such Third Party Resources, or the business practices of the third parties providing such Third Party Resources, and Fund the First is not responsible for and does not endorse such Third Party Resources or the products, services or content made available thereby. You acknowledge that Fund the First is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Resources. You further acknowledge and agree that Fund the First will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Resources. Any dealings you have with third parties found while using the Services are between you and the third party and may be subject to additional terms provided by the third party, which you agree to by using such Third Party Resources.

Indemnity and Release

You agree to release, indemnify on demand and hold Fund the First and its affiliates and their officers, employees, directors and agents harmless from any and all losses,

damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any Donation or Campaign, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. You agree that Fund the First has the right to conduct its own defense of any claims at its own discretion, and that you will indemnify Fund the First for the costs of its defense (including, but not limited to attorney's fees.) If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction—in or outside of the United States—you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FUND THE FIRST AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FUND THE FIRST AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FUND THE FIRST NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF FUND THE FIRST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE

SERVICES; (III) ANY PROMOTIONS AND RELATED PRIZES OR REWARDS MADE AVAILABLE THROUGH THE SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FUND THE FIRST'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

DISPUTE RESOLUTION – IMPORTANT – PLEASE REVIEW YOUR LEGAL RIGHTS

Arbitration; Class Action Waiver. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING OUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Notwithstanding the foregoing, nothing in these Terms of Service will be deemed to waive, preclude, or otherwise limit the right of either of us to (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) file suit in a court of law to address an intellectual property infringement claim.

The Process. Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Service. The AAA Rules and filing forms are available online at www.adr.org by calling the AAA at 1-800-778-7879.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Our current address for Notice is: Fund the First, Legal Department, 2009 Decker Ave, Merrick, NY 11566. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). We agree to work with you and make a good faith effort to resolve the claim directly, but if we aren't successful within 60 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by either of us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount which exceeds the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.00.

Fees. If you commence arbitration in accordance with these Terms of Service, we will reimburse you for your payment of the filing fee unless your claim is for more than \$10,000 in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at an agreed upon location in New York, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephone hearing or (c) by an in-person hearing as established by the AAA Rules in the county of your billing address. If the arbitration finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil procedure 11(b), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- **Modifications to this Arbitration Provision.** If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with us will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- **Enforceability.** If this Disputes section is found to be unenforceable, then the entirety of this Disputes section will be null and void and, in that case, the parties

agree that the exclusive jurisdiction and venue described in the General section above will govern any action arising out of or related to these Terms of Service.

Confidentiality. We each agree to keep the arbitration proceedings, all information exchanged between us, and any settlement offers confidential, unless otherwise required by law or requested by law enforcement or any court or governmental body. However, we may each disclose these matters, in confidence, to our respective attorneys, law firms and their employees, accountants, auditors, and insurance providers.

Termination

You agree that Fund the First, in its sole discretion, may suspend or terminate your account (or any part thereof) or your access to the Services and remove and discard any User Content or data at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

User Disputes

You agree that you are solely responsible for your interactions with any other User in connection with the Services and Fund the First will have no liability or responsibility with respect thereto. Fund the First reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User of the Services.

Questions or Comments

Please contact us at fraud@fundthefirst.com if you have any questions or to report any violations of these Terms of Service.