

RANDOMKID WEBSITE TERMS AND CONDITIONS

These Website Terms and Conditions (these “**Terms**”) are entered into by and between you and RandomKid, a Iowa non-profit corporation (the “Company” “we” or “us”). Your use of the website www.randomkid.org (the “**Website**”) is subject to and governed by these Terms, which incorporate the separately posted [Privacy Policy](#) (as amended), as well as any modifications to these Terms issued by us, and all applicable laws and regulations other than as specifically provided in any separate formal agreement between you and us. These Terms may NOT be altered, supplemented, or amended by you through the use of any other document(s). Any attempt to alter, supplement, or amend these Terms, unless otherwise agreed to in a written agreement signed by both you and the Company, is prohibited.

BY USING THE WEBSITE, YOU AGREE TO COMPLY WITH THESE TERMS AND APPLICABLE LAWS AND REGULATIONS IN CONNECTION WITH YOUR USE OF THE WEBSITE. Please read these Terms and the [Privacy Policy](#) so that you understand our policies. If you do not agree with these Terms or the [Privacy Policy](#), please do not use this Website.

The Company shall have the legal right at any time, without prior notice, and at our sole discretion, to revise these Terms or impose new terms and conditions with respect to access to or use of the Website and/or purchases made on the Website. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the Website. You should check these Terms periodically for any modifications or revisions. Continued use of the Website after we post changes to these Terms constitutes your acceptance of the changes.

Termination of Use

We may occasionally find it necessary to restrict the rights of some or all users to access the Website, either temporarily or indefinitely. We reserve the right to limit or revoke your access to the Website in our sole discretion, at any time, and for any reason, including, but not limited to tampering with the Website; misrepresenting your identity or otherwise conducting fraudulent activity on the Website; any violation of these Terms; or in the event of Website corruption or other technical difficulties. In the unlikely event that we must limit your access to the Website, we assume no responsibility or liability for any losses, damages or other consequences of any kind resulting from your inability to access the Website.

Disclaimers and Limitation of Liability

THE MATERIALS ON THE WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH THE WEBSITE. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF YOUR ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN

OBTAINED THROUGH THE WEBSITE, YOUR USE OF OR RELIANCE UPON THE WEBSITE OR ANY OF THE INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION.

YOU ACKNOWLEDGE THAT IN CONNECTION WITH YOUR USE OF THE WEBSITE, INFORMATION WILL BE TRANSMITTED OVER NETWORKS, ROUTERS, SERVERS AND OTHER DEVICES OWNED, MAINTAINED OR SERVICED BY THIRD PARTIES OVER WHICH WE HAVE NO CONTROL. ACCORDINGLY, WE WILL NOT BE LIABLE FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE WEBSITE.

Proprietary Rights

All content included on or comprising the Website, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively, “**Content**”) is protected by and subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by the Company, one of its affiliates, or by third parties, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is protected as a collective work under U.S. and international copyright laws, and the Company owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all Content.

You may not use material displayed on the Website for any commercial purposes without the written permission of one of our authorized representatives. Except as expressly authorized or licensed, you may not copy, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the Content, in whole or in part.

The Company logos and other trademarks on the Website are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by the Company and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

Notification of Copyright Infringement Under the Digital Millennium Copyright Act

It is our policy to respond to and investigate notices of alleged copyright infringement by third parties and take appropriate action under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the “**DMCA**”), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to our DMCA Agent. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on this Website, please notify us by contacting our DMCA Agent at the contact information below. Effective notifications under the DMCA must be in writing and include the following information:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material;
4. information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company's designated DMCA Agent can be contacted as follows:

By Mail: Dana Leman
DMCA Agent
RandomKid
P.O. Box 102
Waukee, IA 50263-0102

By E-mail: dana@randomkid.org

By Phone: 515-224-2012

User Submissions and Content

Please choose carefully the information you post on the Website and that you provide to other users. You are responsible for the content of your communications, and the consequences of any such communications. By submitting content, including your member name, to any area of the Website, you grant the Company a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also permit any user to access, display, view, store and reproduce such content for personal use.

You are prohibited from providing on the Website any nudity, obscenity, lewdness, excessively violent, unreasonably offensive, harassing, sexually explicit or otherwise objectionable or illegal subject matter, or content that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, including intellectual property law, or encourage the use of controlled substances (collectively, the “**Prohibited Content**”). This list of Prohibited Content is not intended to be all-inclusive and the Company reserves the right to, in its sole discretion, determine what may be considered Prohibited Content. Despite this prohibition, if information provided by other Website users contains Prohibited Content, the Company assumes no responsibility or liability for such Prohibited Content. Such actions shall constitute a material breach of this Agreement and shall permit the Company to revoke your user privileges and/or delete any postings or other content submissions that violate the above terms and the Company shall cooperate fully

with any law enforcement officials and/or agencies in the investigation of any violator or violators. If you become aware of misuse of the Services by any person, contact webalert@randomkid.org.

Third Party Websites; External Links to the Website

As a convenience to you, the Company may provide links on the Website to websites operated by other entities. If you use these sites, you will leave the Website. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. The Company makes no warranty or representation regarding, and does not endorse, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that the Company or the Website sponsor(s), endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of the Company or any of its affiliates or subsidiaries. All links to the Website must be approved in writing by the Company.

Security

The Website may only be used for lawful purposes. Activities including, but not limited to, tampering with the Website, misrepresenting the identity of a user, using buying agents or conducting fraudulent activities on the Website are prohibited. If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account and password. You agree not to use any device, software or routine or data to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website.

You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) using the Website for unintended purposes or trying to change the behavior of the Website; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Website, overloading, “flooding,” “spamming,” “mailbombing” or “crashing”; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (f) forging communications on behalf of the Website (impersonating the Website) or to the Website (impersonating a legitimate user); (g) accessing, navigating or searching the Website through the use of any automated or electronic devices, including but not limited to browsers, spiders, robots, avatars or intelligent agents, or any other similar technology either now know or hereafter developed, other than search agents provided by the Company or generally publicly available Internet browsers; (h) soliciting, facilitating, encouraging or agreeing to provide access to or otherwise remarket or redistribute, or take affirmative steps to allow or permit such access to, or remarketing or redistribution of, any Website content or data to any third party, through any process, including but not limited to screen scraping, spiders, web “bots” or other device, technology, software or system now known or hereafter discovered; or (i) sending unsolicited and unauthorized e-mail on behalf of the Company, including promotions and/or advertising of products or services.

Fundraising Activities

It is your responsibility to ensure, prior to commencing a fundraising activity on behalf of a recipient organization, that the organization in question has no objection to the nature of the proposed activity;

RandomKid makes no representation or warranty as to the suitability and/or appropriateness of any fundraising activity;

RandomKid expressly reserves the right to suspend a fundraising page in the event that the recipient organization, in its sole discretion, deems the fundraising activity unsuitable or inappropriate

RandomKid sets aside 10% of all funds raised through our site to support providing services and funding for future youth that come to us to launch their ideas to help others. We call it a pay-it-forward fund because the success of one group to help the world today empowers another group of youth to benefit the world tomorrow. It's a domino effect. You can dip into the fund as many times as you need to. All efforts must be charitable/educational, the funds must be used to generate a return for your cause, and the funds must be returned to the seed fund pool.

RandomKid Discretion to distribute funds

RandomKid reserves the right to distribute funds to organizations it deems as more appropriate in fulfillment of the RandomKid mission. Example: A child is fundraising to provide an Icee machine to an oncology unit at a hospital. RandomKid learns that the hospital does not want the Icee machine. RandomKid will look for a similar opportunity to donate an Icee machine to another organization caring for kids with cancer that would like to have one. Another example: A child raises money for a specific organization. RandomKid discovers the organization is having ethical or other issues that are of concern. RandomKid may then redirect the funds to another organization that offers a similar means of service.

Use of Funds by Recipient Organizations

- RandomKid makes no representations or warranties in relation to the appropriate use by recipient organizations of funds raised by use of the site or the services provided;
- Recipient organizations make no representations or warranties in relation to the specific use of funds raised except in circumstances where the organization has expressly stated that funds raised will be applied to a particular project or appeal.

Miscellaneous

These Terms shall be governed by and construed in accordance with the laws of the State of Iowa and the United States of America, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts located in Des Moines, Iowa, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of any action relating to or arising out of the Website or these Terms. In no event shall you be entitled to injunctive or other equitable relief. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Effective as of October 1, 2010

