

Celo Community Fund Terms and Conditions – Grant Application Program
PRIVILEGED / CONFIDENTIAL

Terms and Conditions – Grant Application Program

Last Updated: April 2, 2021

1. Overview

The following Terms govern your use of the application website (“Site”) and application to the Celo Community Fund Grant Application Program (“Application Program”) and submission of information through such Application (“Application”).

These Terms (the “Terms”) are a binding contract between You and Celo Community Fund, Inc. (“CCF”). As used in these Terms, “we”, “us”, or “our” also refers to CCF.

You must agree to and accept all of the Terms, or you do not have the right to participate in this Application Program. Your continued use and submission of information through an Application in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use this Site and Application Program. These Terms include the provisions in this document, as well as those in our [Privacy Policy](#), and any other terms and conditions that CCF may reference or incorporate into these Terms from time to time.

THE TERMS CONTAIN AN ARBITRATION PROVISION. BY AGREEING TO THESE TERMS, YOU AGREE AND UNDERSTAND THAT DISPUTES ARISING UNDER THESE TERMS SHALL BE SETTLED IN BINDING ARBITRATION. YOU ALSO AGREE AND UNDERSTAND THAT ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY OR PARTICIPATION IN A CLASS ACTION LAWSUIT OR A JURY TRIAL.

You acknowledge and agree that these Terms are the complete and exclusive statement of the mutual understanding between you and CCF, and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of CCF, and you do not have any authority of any kind to bind CCF in any respect whatsoever.

2. Eligibility to Participate in Grant Application Program

To apply, you must be able to form a legally binding contract with CCF. You therefore represent and warrant that you are of legal age to form binding contract.

Ages 18 and Over Only. This Grant Application Process and Program is intended for those ages 18 and over. If you are under 18 years of age, please do not apply.

In accordance with the federal Children's Online Privacy Protection Act of 1998 (COPPA), CCF will never knowingly solicit nor will it accept personally identifiable information from individuals known to be under thirteen (13) years of age. Please see our [Privacy Policy](#) for more information including how to notify CCF of any concerns in this regard.

You will only use the Application Program for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you.

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If your use of the Application Program is prohibited by applicable laws or regulations, or if you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States or other countries, then you are not authorized to use the Application Program. CCF is not responsible for your using the Services in a way that breaks any law or regulation.

3. Data Privacy

CCF takes the privacy of our users very seriously. To view our current [Privacy Policy](#), please click here.

4. Suspension or Termination of Use

You may terminate your use of this Site or Application Program at any time. CCF may terminate (or suspend access to) your use of the Site or Application Program for any reason in our discretion, including your breach of these Terms. CCF has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

You agree that CCF shall not be liable to you or any third party for any such modification, suspension, or discontinuance of the Site or Application Program. In addition, we reserve the right to terminate your access to the Site or Application Program for any reason, and to take any other actions that CCF, in its sole discretion, believes to be in the interest of our company and of our users as a whole.

5. Disclaimer of Warranty

Your Use of the Site and Application Program is Subject to Certain Disclaimers. CCF'S SITE AND APPLICATION PROGRAM ARE AVAILABLE "AS IS." WE DO NOT WARRANT THAT THE SITE OR APPLICATION PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE NEWS, INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH OUR SITE. CCF DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE, APPLICATION PROGRAM, OR ANY INFORMATION THAT ARE AVAILABLE OR ADVERTISED THROUGH OUR SITE. WE DO NOT MAKE ANY REPRESENTATIONS, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED, OR DISTRIBUTED THROUGH CCF SERVICES OR AVAILABLE THROUGH OUR SITE OR APPLICATION PROGRAM. CCF RESERVES THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS ON OUR SERVICES. ALTHOUGH WE WILL TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, "TROJAN HORSES," OR OTHER DESTRUCTIVE MATERIALS TO OUR SITE OR APPLICATION PROGRAM BY IMPLEMENTING APPROPRIATE SECURITY SAFEGUARDS, CCF DOES NOT GUARANTEE OR WARRANT

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THAT MATERIALS THAT MAY BE DOWNLOADED FROM OUR SITE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. CCF IS NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES. IF YOU RELY ON ANY MATERIALS AVAILABLE THROUGH OUR SITE OR APPLICATION PROGRAM, YOU DO SO SOLELY AT YOUR OWN RISK.

OUR SITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES, DATA, OR OTHER INFORMATION CREATED BY US OR BY THIRD PARTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT ON OUR SITE IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. ACCORDINGLY, SUCH CONTENT, INCLUDING DATA, IS FOR YOUR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON BY YOU FOR ANY PURPOSE.

6. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL CCF BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO CCF IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

7. Indemnification

To the fullest extent allowed by applicable law, You agree to indemnify and hold us, our affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Site and Application Program (including any actions taken by a third party), and (b) your violation of these Terms or applicable law. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification. In such event, you shall provide us with such cooperation as is reasonably requested by us.

8. Dispute Resolution

Any dispute arising from or relating to the subject matter of these Terms shall be settled in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Despite the foregoing obligation to arbitrate disputes, each party shall have the right to pursue

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injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND CCF ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

9. Financial Obligations

You are responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with the Application Program.

10. Changes to These Terms of Service

CCF is constantly working to improve its Site and Application Program, and these Terms may need to be updated. CCF reserves the right to change these Terms at any time. Updates to these Terms will be made available on the CCF Site. CCF may suspend or discontinue any part of the Site or Application Program, or CCF may introduce new features or impose limits on certain features or restrict access to parts or all of the Site or Application Program. CCF reserves the right to remove any content from the Site or Application Program at any time, for any reason in our sole discretion, and without notice.

If you do not agree with the new Terms after any changes, please immediately discontinue your uses of the Site and Application Program. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CCF without restriction. Any attempt to assign or transfer these Terms and any rights and licenses will be null and void.

11. Contact Information

Please send any questions regarding these Terms and Conditions to info@celocommunityfund.org.