

## **Potential Terms and Conditions Agreement for Better Needs LLC.**

### **Site Terms and Conditions**

Last revised on: 06/29/2021

Basic Needs LLC. (also referred to in this document as “Basic Needs,” “us”, “we”, “our”, “BN” etc.) is the owner and operator of basicneeds.help, an online crypto donation remittance platform for individuals and Nonprofit organizations. These Terms of Use (“Terms”) apply to the WEBSITE ADDRESS(s), any subdomains and any other website or webpages we own or operate that include a link to these Terms (together, the “Site”). These Terms apply to all users of the Site and services in whatever capacity, including non-registered users, users with a registered account, donors, campaign organizers, and nonprofits. By accessing, using or registering an account with the Site, or by using any of our services offered through the Site, you agree to be bound by these Terms.

### **Updates To These Terms**

1. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time. If we do this, we will post the changes on this page and indicate the date of the latest revision at the top of this page. We shall also endeavor to notify you, either by email, through the Site user interface, or other reasonable means. All such changes shall become effective immediately when they are posted. If you do not wish to use the Site or services in accordance with the Terms, then you should immediately discontinue using the Site or service. Continued use constitutes your acceptance of the new Terms.

### **Status of Platform and Disclaimers**

2. The Site and the services offered are a platform; we are not a broker, financial institution, creditor or charitable institution. The services and Site are an administrative platform only. BN facilitates donation transactions between Donors and Nonprofits, but is not a party to any agreement between a Donor and a Nonprofit or Campaign Organizer. BN has no control over the conduct of, or any information provided by, a Campaign Organizer or a Nonprofit, and BN hereby disclaims all liability in this regard to the fullest extent permitted by applicable law
3. Basic Needs does not guarantee that a campaign or a Nonprofit will obtain a certain amount of donations or any donations at all. We do not personally endorse any campaign, Campaign Organizer, or Nonprofit, and we make no guarantee, explicit or implied, that any information provided through the services or Site by any user is accurate. We expressly disclaim any liability or responsibility for the success of any campaign, or the outcome of any fundraising purpose. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any campaign, Campaign Organizer, or Nonprofit.
4. Basic Needs reserves the right to modify, suspend or discontinue, temporarily or permanently, the Site and/or our services (or any part thereof). We will endeavor to provide notice of any such modification, suspension or discontinuance. You agree that, to the extent permitted by law, BN is not liable to you for any modification, suspension or discontinuance of the Services in accordance with these Terms.

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### Registration

5. You may be required to register with BN in order to access and use certain features of the Site and our services. If you choose to register, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form. Campaign Organizers must register using their true identities, including their name and any image or video purporting to depict the Campaign Organizer.
6. Registration data and certain other information about you are governed by our [PRIVACY POLICY](#). If you are under 18 years of age, you are not authorized to use the Services. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Site and our services, only with the approval of your parent or guardian.
7. 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 immediately notify BN of any unauthorized use of your password or account or any other breach of security and ensure that you sign out from your account at the end of each session when accessing the Site. BN is not liable for any loss or damage arising from your failure to comply with these requirements.

### Ownership; Intellectual Property

8. The technology and software underlying the Site and services or distributed in connection with it are the property of BN, our affiliates and our partners (the "Software").
9. You acknowledge and agree that the Site and services may contain content or features ("Site Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. You understand and agree that your use of the Site, services, or Site Content in no way gives you a right, title, or interest in the Site, Site Content or our intellectual property.
10. The Basic Needs name and logos are trademarks and service marks of BN collectively the "Basic Needs Trademarks"). Other company, product, and service names and logos used and displayed via the Site and services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to BN. Nothing in these Terms or the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Basic Needs Trademarks displayed on the Site, without our prior written permission in each instance. All goodwill generated from the use of the Basic Needs Trademarks will inure to our exclusive benefit.
11. BN 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: [info@basicneeds.help](mailto:info@basicneeds.help) (Subject line: "DMCA Takedown Request").

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### Acceptable Use; Prohibited Activities

12. You agree to use the Site and the features and services provided through the Site only as they are obviously intended to be used. All other uses are strictly prohibited.
13. Except as expressly authorized by BN, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Site, the services or Site Content, in whole or in part, except that the foregoing does not apply to your own uploaded user content that you legally upload to the Site.
14. You agree that in connection with your use of the Site and our services, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by BN from accessing the Site or the services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking. Any use of the Site, services or Site Content other than as specifically authorized herein is strictly prohibited.
15. You agree not to (or cause or enable anyone 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 BN.

### User Content

16. In relation to all content, photos, videos, images, trademarks, logos, brands or other materials you provide, upload or post through the Site or share with other users or recipients, 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 same, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto.
17. By uploading or providing any of the above, you hereby grant and will grant BN and its affiliated companies a nonexclusive, worldwide, royalty free, revocable license to copy, display, upload, perform, distribute, store, modify and otherwise use same in connection with the operation of the Site or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed as long as this agreement is in use.
18. Nonprofits are solely responsible for providing Basic Needs with all updated logos and site addresses as appropriate.
19. Under no circumstances will BN be liable in any way for any content or materials of any third parties (including users, Nonprofits and Campaign Organizers), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that BN does not pre-screen content. BN

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reserves the right to remove or alter any content or materials from third parties at its sole discretion, including the right to remove any content that violates these Terms or is deemed by BN, in its sole discretion, to be otherwise objectionable.

### Third-Party Websites and Services

- 20.** The Site may provide or facilitate, or third parties may provide, links or other access to other sites, services and resources on the Internet. BN has no control over such sites, services and resources and BN is not responsible for and does not endorse such sites, services and resources. You further acknowledge and agree that BN 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 use of or reliance on any content, events, goods or services available on or through any such site, service or resource. Any dealings you have with third parties found while using the Site are between you and the third party, and you agree that BN is not liable for any loss or claim that you may have against any such third party

### General User Warranties

- 21.** By accessing, using, or registering with the Site or accessing our services you represent, warrant, and irrevocably covenant that:
- 22.** You have the authority to enter into these Terms;
- a. Your decision to enter into these Terms and your use of the Site will not violate any applicable law, regulation, or ordinance;
  - b. Your decision to enter into these Terms and your use of the Site will not infringe the rights of any third parties;
  - c. You will at all times supply truthful and accurate information to us and you will not misrepresent yourself to the public through your use of the Site;
  - d. You will never use the Site, or any services we provide to you, in a manner that violates the law or the legal rights of a third party; and
  - e. You are at least 18 years of age if you are using the Site and have the consent of a parent or legal guardian if you are under 18 years of age.

### Additional Policies

- 23. Privacy Policy.** We take your privacy seriously. Please see our detailed [PRIVACY](#) [POLICY](#) for more information on how we store, protect, use and disclose your information. By using the Site, you consent to our collection and use of personal data as outlined in this Policy.

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- 24. Standards of Conduct.** You agree to abide by our Standards of Conduct, which are material terms of your use of the Site. You may view our Standards of Conduct in full by clicking here.

### International Use

- 25.** This Site is not intended for use by Nonprofit organizations organized under the laws of countries other than those of the United States of America. You represent, warrant, and irrevocably covenant that you will refrain from making financial transactions through the Site if you (a) are located in a country embargoed by the United States or (ii) are on the U.S. Treasury Department's list of Specially Designated Nationals. If you choose to use this Site, you are solely responsible for compliance with all applicable local laws and you consent to having your data transferred, processed, and stored in the United States, and, in some cases, Australia

### Fees

- 26.** Basic Needs charges users wishing to donate via the BN platform a maximum of 10% per transaction in order to support the platform and staffing costs. Our goal in 2-3 years is to reduce this amount to 1% per transaction.
- 27.** Basic Needs NEVER charges a Charity, Non-Profit or Not-For-Profit organization for our services as we aim to keep the platform free. BN will use part of the 10% transaction fee to deploy smart contracts on behalf of program related wallets.

### Taxes

- 28.** You understand that the party you transact with through the Site is the one that sets the tax language in any receipt you receive. We make no representations about the nature of any transaction you make through the Site. It is your responsibility to determine what, if any, taxes apply to any donations you receive through your use of the Site. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority. Always consult the organization you are transacting with and a qualified financial advisor prior to claiming a deduction on your taxes.

### Disclaimer of Warranties

- 29.** YOUR USE OF THE SITE AND OUR SERVICES IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BN 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.
- 30.** BN AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT (I) THE SITE AND SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITE AND SERVICES WILL BE UNINTERRUPTED,

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TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

### Limitation of Liability

**31.** NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, WILL BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST REVENUES OR PROFITS, OR LOSS OF GOODWILL), REGARDLESS OF THE CAUSE, LEGAL THEORY, OR CAUSE OF ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE LIKELIHOOD THEREOF. OUR AGGREGATE LIABILITY, TOGETHER WITH THE LIABILITY OF OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF THESE TERMS AND YOUR USE OF THE SITE (WHEN AGGREGATED WITH ALL OTHER CLAIMS AGAINST US ARISING OUT OF THIS AGREEMENT AND YOUR USE OF THE SITE), REGARDLESS OF THE TYPE OF CLAIM(S) OR THE NATURE OF THE CAUSE(S) OF ACTION, WILL NOT EXCEED THE GREATER OF (I) ONE HUNDRED U.S. DOLLARS (\$100) OR (II) THE NET AMOUNT WE HAVE BEEN PAID FROM TRANSACTION FEES ARISING FROM TRANSACTIONS YOU HAVE MADE THROUGH THE SITE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM(S). YOU ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN WE HAVE REACHED AND THAT THEY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### Release of Claims; Indemnification

**32.** TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, YOU AGREE TO RELEASE, INDEMNIFY ON DEMAND AND HOLD BN AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS AND AGENTS HARMLESS FROM ANY 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 ACCESS TO OR USE OF THE SITE, OUR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY DONATION OR CAMPAIGN, ANY CONTENT UPLOADED BY ANY USER, ANY DONATION OR CAMPAIGN, YOUR ACCESS TO THE SITE AND SERVICES, YOUR VIOLATION OF THESE TERMS OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

IF YOU ARE A RESIDENT OF ANOTHER JURISDICTION—IN OR OUTSIDE OF THE UNITED STATES— YOU WAIVE ANY COMPARABLE STATUTE OR DOCTRINE.

### Types of Beneficiaries on the Platform

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- 33.** If donating, fundraising or registering on the BN platform you will have the option to select a beneficiary. The organization representing their program(s) must utilize any funds received as solicited.
- 34. Direct Beneficiaries.** Donations will be automatically deposited, less our Fees, to the Beneficiaries wallet within a time period of no more than 10 to 30 business days . Basic Needs is not responsible for the use of the funds by a Beneficiary. Direct beneficiaries may have their own rules and codes of conduct and by fundraising or registering for one of these beneficiaries you are agreeing to abide by their conditions. At the request of the Beneficiary, pages may be taken down, registrations and donations refunded. Basic Needs is not responsible for ensuring your conduct is compliant.

### Donation Facilitation Process

- 35.** Donor agrees that all donations are final and are not refundable. Once transaction hash has been produced by Basic Needs. Users will be notified via their wallet application or etherscan.io that your donation was unable to be completed .

### Suspension and Termination of Account

- 36.** Nonprofits may cancel their account and presence on the Basic Needs Platform at any time by providing written notice to [info@basicneeds.help](mailto:info@basicneeds.help) . Basic Needs has up to 15 days from notification to remove all logos and references to the nonprofit from the BN websites and to place notice that nonprofit is no longer receiving donations facilitated via Basic Needs.
- 37.** You agree that BN, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Site and remove and discard any content within the Site under reasonable circumstances, including, without limitation, for lack of use or if BN believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Site, may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Site under any provision of these Terms may be affected without prior notice, and acknowledge and agree that BN may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Site where such deactivation or deletion is permitted under these Terms. Further, you agree that BN will not be liable to you or any third party for any termination of your access to the Site.

### User Registration

- 38. Donors** may use the platform anonymously without registering. When you do this some information such as your IP address, location and site usage may be collected.

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39. You may also register Your details and be added to the Platform database [if you're an organization looking to accept donations on the Basic Needs Platform](#).

### Acceptance of your registration and the continuation of it will be subject to these Terms and the Basic Needs General Terms

40. **Attorney's Fees.** If a dispute arises out of these Terms or your use of the Site then the prevailing party in any litigation will be entitled to recover all costs and expenses (including reasonable attorney's fees) incurred as a result of that litigation
41. **No Joint Venture; Independent Contractors.** These Terms do not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship between you and us. At all times we shall remain independent contractors with respect to one another.
42. **No Assignment.** You have neither the right nor the power to assign your rights under these Terms. Any purported assignment of your rights under these Terms will be null and void.
43. **Severability.** If any provision of the Terms is found to be unenforceable, invalid, or illegal by a court of competent jurisdiction, this finding shall not render any other provision of the Terms unenforceable, invalid, or illegal. We both agree that the court will have the authority to modify or replace the unenforceable, invalid, or illegal provision with a valid and enforceable provision that most closely represents our intentions with respect to the invalid, illegal, or unenforceable provision.
44. **No Waiver.** Any delay on your part, or on our part, to exercise a right or power granted under these Terms will not be construed as a waiver of such right or power. All waivers must be in writing and a waiver of any particular breach will not be construed as a waiver of any other breach, or any succeeding breach.
45. **Survival.** The provisions of the sections of these Terms titled "Intellectual Property," "Liability," and "General" will survive termination.
46. **Headers.** The headers contained within these Terms are for convenience of reference only. They should not be interpreted to modify the plain meaning of the various provisions of these Terms.
47. **Entire Agreement.** These Terms contain the entire agreement between you and us, they are a complete integration of our agreement and supersede and displace any earlier or contemporaneous written or oral negotiations, statements, or agreements purporting to deal with the subject matter hereof.