Terms and Conditions

WE RESERVE THE RIGHT TO CHANGE OUR TERMS AND CONDITIONS AT ANY TIME WITHOUT PRIOR NOTICE. THE TERMS AND CONDITIONS IN EFFECT AT THE TIME YOU INTERACT WITH THE BETTER WORLD COLLECTIVE, LLC WEBSITE OR SOFTWARE OR OTHERWISE TRANSACT BUSINESS WITH BETTER WORLD COLLECTIVE, LLC SHALL CONTROL. THE TERMS AND CONDITIONS BELOW WERE CURRENT AS OF THE DATE OF PRINTING, BUT MAY CHANGE AT ANY TIME.

The following terms and conditions (the “Agreement”) shall apply to all websites, software, products and services (the “Company Platforms”) offered by Better World Collective, LLC (“Company”). By creating an account or otherwise interacting with the Company Platform(s), regardless of the purposes of such account or interaction, the party creating such account (the “Account User”) shall be deemed to have agreed to these terms and conditions on behalf of itself, and if such Account User is an employee, officer, agent or otherwise represents a company, the company shall be deemed to have agreed to these terms and conditions. Company does not accept any deviations from these terms. Any additional or different terms in any purchase orders or other document submitted by an Account User shall be of no force or effect and are hereby expressly rejected. If any additional or different terms or conditions are included in an Account User’s order or any other correspondence with the Company, Company may choose to fulfill the order, but the additional or different terms and conditions will not apply or be deemed accepted by Company. In all cases of conflict between these terms and conditions and the requirements of any Account User, these terms and conditions shall prevail.

1. Account Registration

Each Account User is 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 or password. Users under the age of 18 are not allowed to register accounts on the Company’s website. If you are under the age of 18, your parent or guardian must register your account. The Company reserves the right to refuse service, terminate accounts, remove or edit content or cancel transactions in its sole discretion. All content is publicly available on the internet. You are independently responsible for complying with all applicable laws in all of your actions related to your use of the Company Platforms.

2. The following campaigns and/or auction items and content are not allowed on the Company’s site:

- Sexually explicit, suggestive or pornographic material, including but not limited to bigotry, racism, sexism or profanity
- Content or causes associated with hate groups or terrorist organizations
- Drug abuse, products or paraphernalia
- Betting or gambling
- Exchange of unrecognized currencies (i.e. Bitcoin)
- Hurtful, hateful or violent language
• Supporting or inciting treasonous behavior
• False, misleading, dishonest statements
• The purchase, transfer, or exchange of weapons of any kind including guns, knives, explosives and ammunition
• Campaigns in support of rebel groups, militias, gangs, or any organized violence

3. Other Businesses; Donations

Parties other than the Company operate, administer and monitor any and all auctions, fundraisers and/or donations on and with the Company Platforms. In addition, third parties may provide links to their affiliated websites, or those websites affiliated with additional third parties. Company is in no way responsible for examining or evaluating any third party offerings, and Company does not warrant any of these companies, their offerings, auctions or fundraisers. Company makes no representations or warranties with respect to the tax status of any third party using this site, and Company assumes no responsibility for the tax implications of donating, purchasing or otherwise contributing via the Company Platforms. It is each Account User’s responsibility to investigate and understand the third party prior to making any donations, whether cash or in-kind. Each Account User that donates time, money and/or skills to any third party does so at their own risk; any representations or warranties made by any donee are the responsibility of such donee and Company shall have no liability therefor.

4. As a condition of using our service, you represent to us that:

(a) The funds you obtain through the methods on our website will be used solely for the purposes described in the materials that you post; (b) you will comply with all relevant local, state, and federal laws applicable to you when you solicit funds, offer services, make a donation or participate in an auction, including but not limited to the laws relating to marketing and solicitation; (c) if you are offering an in-kind donation, you have the necessary skill and qualifications to be offering said services; (d) if you are bidding on any auction, you understand that by making a bid you are making a legal agreement to pay for services and/or products if you successfully win any auction; (e) if you succeed in any auction, you are accepting the proceeds of such auction at your own risk; (f) all raffles, contests, sweepstakes must clearly state that Better World Collective is not in any way a sponsor or administrator of, or in any way affiliated with such activity; and/or (g) if you succeed in any campaign, you are accepting the proceeds of such campaign at your own risk. Additionally, if Better World Collective deems at any point that an auction, raffle, impact campaign, or any other kind of campaign does not comply with these guidelines, Better World Collective reserves the right to modify or terminate the campaign and/or the account of the organization.

5. Payments

The Company may process payment transactions through 3rd-party payment solutions such as PayPal, among others. The Company is not a chartered banking entity.

6. Access

The Company hereby grants Account User a non-exclusive, non-transferable, revocable right to access and use the Company Platforms, including but not limited to Auctions, Donor360 and Impact Giving. The license and use granted hereunder is in consideration of the payment of all fees and subject and conditioned upon the compliance with the terms and conditions of this Agreement. Nothing herein shall be deemed to convey ownership
rights of any type to the Company Platforms or any related software, patents or other intellectual property rights.

7. Functionality

The reliability and functionality of your account and the Company Platforms are not guaranteed. Each Account User waives any and all claims it may have against the Company arising out of the performance or non-performance of the Company Platforms. The Company in no way guarantees results of any kind pursuant to your use of and access to the Company Platforms.

8. Litigation

Each Account User acknowledges and agrees that the Company shall not be named or involved in any litigation that occurs directly or indirectly as a result of your use of the Company Platforms.

9. DISCLAIMER

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF ANY SERVICES, PRODUCTS OR WEBSITES WE MAY OFFER OR FITNESS FOR ANY PARTICULAR PURPOSE. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY BUYER WILL BE ABLE TO PAY FOR AN ITEM OR SERVICE OR ANY SELLER WILL BE ABLE TO SELL, SEND OR SHIP AN ITEM OR SERVICE. YOU AGREE, BY SETTING UP YOUR ACCOUNT, THAT YOU ARE RELEASING THE COMPANY FROM ANY AND ALL LIABILITY THAT MAY OTHERWISE ARISE FROM THIS AGREEMENT OR YOUR USE OF THE COMPANY’S SERVICES, SITES AND/OR PRODUCTS, FOR ANY AND ALL REASONS INCLUDING BUT NOT LIMITED TO NEGLIGENCE, FAILURE OF THE SITE, FRAUD COMMITTED BY A THIRD PARTY, INTENTIONAL MISCONDUCT OR ANY OTHER TORT. TO THE EXTENT ANY APPLICABLE LAW RESTRICTS THIS SECTION 9, YOU AGREE THAT THE COMPANY IS LIABLE SOLELY FOR THE MINIMUM AMOUNT OF DAMAGES, IF SUCH MINIMUM EXISTS. THE COMPANY IS IN NO WAY RESPONSIBLE FOR ANY THIRD PARTY CHARITABLE OFFERS, AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, AND HAS DONE NO DUE DILIGENCE INTO THE LEGITIMACY OF SUCH OFFERS. THE COMPANY IS NOT LIABLE FOR ANY THIRD PARTY OFFERING, AUCTION OR OTHERWISE THAT FAILS TO MEET YOUR EXPECTATIONS.

10. Exclusion of Certain Damages

IN NO EVENT SHALL COMPANY OR ITS AFFILIATES BE LIABLE TO ACCOUNT USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, DAMAGE TO OTHER PROPERTY, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH YOUR USE OF THE COMPANY PLATFORMS, INCLUDING BUT NOT LIMITED TO THE PURCHASE, SALE, DISTRIBUTION OR USE OF ANY PRODUCTS OR SERVICES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation may not apply.

11. Limitation of Liability
Under no circumstance shall Company’s liability in respect of any products or services [whether arising in contract, tort (including negligence or strict liability), or under any other legal theory] exceed the purchase price actually paid to Company therefor. If no money has been paid to Company, Company’s liability hereunder shall not exceed $500.

12. Term; Termination

This Agreement shall begin on the date that Account User first accesses the Company Platforms and shall end upon the termination or cancellation of the Account User’s account. If Account User fails to pay any sum of money due and owing to the Company within five (5) days of notice thereof, Company shall have the right to terminate this Agreement and cut off access to the Company Platforms. If Account User breaches any of the terms of this Agreement, the Company may: (i) in the event of a breach of Section 2, above, the Company will immediately and permanently suspend Account User’s access to the Company Platforms; or (ii) in the event of a breach of any other provision of this Agreement, and said breach remains uncured for fifteen (15) days after Company has provided Account User of such breach, Company may permanently suspend the Account User’s access to the Company Platforms. Sections 8, 9, 10, 11, 14 and 15 shall survive termination of this Agreement.

13. Force Majeure

Company will have no liability in respect of any failure to perform or delay in performance when such failure or delay results from causes beyond its reasonable control, including without limitation, acts of God, acts of terrorism or public enemy, fires, floods, earthquakes or other catastrophes, riots, war, civil disorder, strikes, lockouts, interruptions of utilities, supplies, transportation or communication, work stoppages or other labor difficulties, court order or other legal prohibition. In the event of any force majeure event, Company reserves the right to allocate available products or services among Company’s customers in any manner Company reasonably determines.

14. WAIVER OF JURY TRIAL

THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PRODUCTS OR SERVICES OR THE PURCHASE AND SALE THEREOF.

15. Governing Law; Miscellaneous

All disputes arising out of or related to the sale of any products or services to Account User or the interpretation of these terms and conditions shall be governed by the laws of the State of New York (other than its principles of conflicts of law). The United Nations Convention on the International Sale of Goods shall not apply to any sale of products or services. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction) suit in respect of any such dispute shall only be brought in a court of competent jurisdiction in the City of New York, State of New York. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, the sale of any products or services in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section. The parties shall be deemed for all purposes to be independent contractors. This Agreement shall not consider either party the employee, legal representative, franchisee or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express of implied, against or in the name of or on behalf of the other party. Each provision of this
Agreement is severable from the entire Agreement, and in the event that any provision or part is declared invalid, illegal or unenforceable, that provision or part shall be amended if possible to be valid and enforceable, but in any event, the remaining provisions hereof shall remain in effect.

16. SPECIFIC TERMS AND CONDITIONS FOR BIDDERS:

If you are the highest bidder at the end of an auction, and you meet any minimum bid or reserve requirements for the specific auction, you are obligated and agree to complete the transaction with the seller (unless the transaction violates the law or this Agreement). In addition, if you purchase an item or service that is offered for a fixed-price you are obligated and agree to complete the transaction with the seller. Buyers cannot retract their bids. By bidding on an item or service, you are agreeing to all the terms and sales conditions contained in the item or service description (unless any of the terms violate these Terms or applicable law). Payment for your item or service will be due immediately upon the completion of the auction. You agree to immediate payment and to pay any sales or use tax on your purchase, as well as any shipping or delivery charges. The Company is not responsible if a user is unable to complete a bid due to technical issues with mobile phones or Internet connectivity or any other event outside of the direct control of the Company. Resale or redistribution of any items or services purchased in an auction (other than to give them as gifts) is strictly prohibited. As such, you agree that you are purchasing items or services for your personal use or consumption. Should you resell or redistribute items or services purchased through the Company’s auction site you will be fully liable to both the Company and the organization holding the auction, and your account access will be permanently terminated. The Company is not liable for, and you are hereby releasing the Company from any and all liability that may arise from, negligence, fraud, intentional misconduct, and/or any other tort or criminal action arising from actions or inactions of any bidder or donor using the Company Platforms.

17. SPECIFIC TERMS AND CONDITIONS FOR DONORS:

If you wish to donate an item or service to a fundraising event, you agree that: (a) the Company and/or the holder of the event cannot guarantee that your item or service will be included in the event or that it will ultimately be sold; (b) the Company or the holder of the event may, in its discretion, change the description of the item or service or its assigned value without your approval; and (c) the Company or the holder of the event reserves the right to reject any item or service which is obscene, fraudulent, defamatory, in violation of law, or which would otherwise be offensive to other users. If the item or service does not sell in the event for which it was donated, the item or service will become the property of the event-holder. Please contact your tax advisor regarding the deductibility of items or services donated for auction. The Company is not liable for, and you are hereby releasing the Company from any and all liability that may arise from, negligence, fraud, intentional misconduct, and/or any other tort or criminal action arising from actions or inactions of any bidder or donor using the Company Platforms.