

# GENERAL TERMS AND CONDITIONS

## Updated: September 2021

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ChildFund International  
Attn: Communications  
P.O. Box 26484  
Richmond, VA 23261-6484

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If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place. These General Terms and Conditions constitute the entire agreement and understanding between you and ChildFund with respect to use of the website, superseding all prior or contemporaneous communications; except that use of any Restricted Sites are governed by the Restricted Sites Terms and Conditions. A printed version of these General Terms and Conditions shall be admissible in judicial or administrative proceedings based on or relating to use of the website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **How to Contact Us**

If you have any questions or comments about these General Terms and Conditions or this website, please [Contact Us](#) or write us at:

ChildFund International  
2821 Emerywood Parkway  
Richmond, VA 23294

## **RESTRICTED SITES TERMS AND CONDITIONS**

By clicking the "I Agree" button that follows these terms and conditions ("Restricted Sites Terms and Conditions") or otherwise accessing or using the portions of the ChildFund International, USA ("ChildFund International") website designated for registered users (the "Restricted Sites"), you ("Registrant") agree as follows:

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#### **Online Registration**

Upon the completion by Registrant of the online registration form, Registrant may access and use the Restricted Sites to obtain certain information provided by ChildFund International and/or conduct certain transactions and activities through the Restricted Sites, including, but not limited to, the submission of donations to ChildFund International (each, a "Transaction") and submission of and access to digitized communications with Registrant's sponsored child through My Correspondence (each, a "Digital Communication"). Unless otherwise indicated by ChildFund International, all Transactions and Digital Communications conducted by Registrant through the Restricted Sites will be subject to these Restricted Site Terms and Conditions, as well as the ChildFund International website General Terms and Conditions available at [www.childfund.org/termsandconditions](http://www.childfund.org/termsandconditions) [www.childfund.org/terms\\_of\\_use](http://www.childfund.org/terms_of_use), incorporated herein and the ChildFund International Privacy Policy available at [www.childfund.org/privacy](http://www.childfund.org/privacy), incorporated herein, and any other terms and conditions presented to Registrant by ChildFund International in connection with such Transactions and Digital Communications.

#### **Transactions**

**a. Method of Payment.** In order to complete a Transaction, Registrant may need to provide a method of payment ("Payment Account") as specified during the registration process. Registrant may execute a single Transaction at a time or execute multiple

Transactions on a recurring basis (e.g., monthly, quarterly, annually, etc.), depending upon the options selected during the Transaction process. You authorize ChildFund International to charge your Payment Account at the frequency and in the amounts designated by you during the Transaction process. All fees will be billed via the method of payment you designate during the Transaction process. Once submitted, amounts paid are generally non-refundable. However, in the event your donation was not intended for ChildFund, you may request a refund. ChildFund International may periodically need to increase the sponsorship amount and in such cases, ChildFund will announce the increase before any additional deductions are made. You will always have the option to decline an increase.

**b. Donations.** Registrant acknowledges and agrees that ChildFund International did not provide any goods or services to Registrant personally in consideration for any donations made by Registrant as part of a Transaction. ChildFund International will apply Registrant's donations in accordance with its internal policies and procedures.

### **Digital Communications**

**a. My Correspondence.** In order to facilitate communication with Registrant's sponsored child(ren) ChildFund International offers Registrant the option of sending and receiving Digital Communications through the My Correspondence feature. Registrant may use the My Correspondence feature by registering for an account ("My Correspondence Account").

**b. Intellectual Property License.** Registrant owns all of the content and information posted by Registrant through the My Correspondence feature. For content and information that is covered by intellectual property rights ("IP Content"), Registrant specifically grants ChildFund International a perpetual, non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use any IP Content that is posted, uploaded or otherwise stored through Registrant's use of the My Correspondence feature.

**c. Content Screening.** ChildFund International may screen Digital Communications in Registrant's My Correspondence Account consistent with ChildFund International's internal policies, including but not limited to its policies on child sponsorship correspondence and child safeguarding and protection. Consistent with its application of such policies, ChildFund International reserves the right to remove, edit, or refuse to transmit or refuse to facilitate transmittal of Digital Communications.

### **Term of Registration**

The term of Registrant's registration will commence as of the date Registrant completes his or her online registration form ("Registration Date") and, unless earlier terminated in accordance with these Restricted Sites Terms and Conditions, will continue in perpetuity ("Term"). Notwithstanding the foregoing, Registrant's registration may automatically expire (and may be deleted by ChildFund International) following any period of inactivity associated with Registrant's account in excess of twelve (12) consecutive months. Registrant may not consummate any Transaction or send or receive Digital Communications without an active registration.

### **Notices**

All notices from ChildFund International intended for receipt by Registrant shall be deemed delivered and effective when sent to the email address provided by Registrant during the registration process or when posted to and made available to Registrant on the ChildFund International website ([www.childfund.org](http://www.childfund.org)) (in either case, "Notice"). If Registrant changes the email address he or she provided in connection with his or her registration to access and use the Restricted Sites, Registrant must update his or her email address in



accordance with the procedures set forth on the ChildFund International website ([www.childfund.org](http://www.childfund.org)).

## **MODIFICATIONS TO THE RESTRICTED SITES TERMS AND CONDITIONS**

### **Modifications to the Restricted Sites Terms and Conditions**

Registrant acknowledges and agrees that ChildFund International may, in its sole discretion, modify the Restricted Sites and these Restricted Sites Terms and Conditions (including any instructions, policies or guidelines referenced herein) at any time and in any manner. All such modifications shall be binding upon Registrant when made. Registrant may not amend or modify the Restricted Sites or these Restricted Sites Terms and Conditions under any circumstances.

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### **Representations, Covenants and Warranties of Registrant**

Registrant represents, covenants and warrants to ChildFund International that (1) these Restricted Sites Terms and Conditions have been executed and delivered by Registrant and constitute a valid and binding agreement of Registrant, enforceable against Registrant in accordance with their terms; (2) Registrant will not access or use the Restricted Sites except as expressly permitted by these Restricted Sites Terms and Conditions and any additional instructions, guidelines or policies issued by ChildFund International, including those posted on the ChildFund International website ([www.childfund.org](http://www.childfund.org)); (3) Registrant will access and use the Restricted Sites in full compliance with applicable Law (as defined in the section title "COMPLIANCE" below); (4) Registrant is at least eighteen (18) years old, or, if younger than eighteen (18) years old, Registrant is of an age sufficient to execute a legally enforceable agreement on his or her own behalf in the applicable jurisdiction; (5) all of the information, data and other materials provided by Registrant in support of Registrant's application for registration are accurate and truthful in all respects; and (6) Registrant is the rightful owner of the any account opened in his or her name, included but not limited to Payment Accounts and My Correspondence Accounts, and is authorized to commit funds from the relevant accounts to ChildFund International for purposes of conducting Transactions.

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## **COMPLIANCE**

### **Generally**

Registrant shall use the Restricted Sites in strict compliance with (1) these Restricted Sites Terms and Conditions; (2) any additional instructions, guidelines or policies issued by ChildFund International, including those posted on the Restricted Sites or on the ChildFund International website ([www.childfund.org](http://www.childfund.org)); and (3) all applicable laws, rules and regulations (collectively, "Laws").

## **CONTRACTORS**

### **Use of Contractors**

ChildFund International may engage any third party (including ChildFund International's affiliates) to perform, or support the performance of, all or any portion of the Restricted Sites.

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### **Use of the Restricted Sites**

Registrant may use the Restricted Sites, including any data presented on or by the Restricted Sites for Registrant or otherwise hosted or stored by ChildFund International for Registrant, only on its own behalf and for lawful and appropriate purposes. Registrant shall not use the Restricted Sites or any of the data presented on or by the Restricted Sites or otherwise hosted or stored by ChildFund International for any commercial or other purpose other than as expressly permitted herein. Registrant will notify ChildFund International immediately upon any suspected unauthorized use of the Restricted Sites, whether by Registrant or a third party, or any suspected loss of or suspected unauthorized access to passwords or other login information used by Registrant to access the Restricted Sites ("Login Credentials"). Registrant shall be solely responsible for maintaining the confidence and security of any Login Credentials, and ChildFund International shall bear no liability or other responsibility associated therewith.

## **PRIVACY NOTICE**

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Registrant explicitly consents to the collection, hosting, use, disclosure and other processing or handling of information as described in the ChildFund International Privacy Notice located

at <http://www.childfund.org/> and incorporated herein as such notice may be amended by ChildFund International in its sole discretion from time to time.

## **SUSPENSION; TERMINATION**

### **Suspension**

ChildFund International may suspend or limit Registrant's access to the Restricted Sites if ChildFund International, in its sole discretion, suspects that Registrant is in violation of, or reasonably likely to be in violation of, these Restricted Sites Terms and Conditions or any additional instructions, guidelines or policies issued by ChildFund International, including those posted on the ChildFund International website ([www.childfund.org](http://www.childfund.org)).

### **Nonrenewal**

Registrant may cancel his or her registration at any time in accordance with the procedures described on the Restricted Sites.

### **Termination by ChildFund**

ChildFund International may terminate Registrant's registration, in whole or in part, as follows:

**For Cause. Immediately (1) in order to comply with applicable Law or instructions from any governmental agency or authority; (2) if ChildFund International, in its sole discretion, suspects that Registrant is using the Restricted Sites in a manner not permitted by these Restricted Site Terms and Conditions; or (3) upon any breach of these Restricted Site Terms and Conditions, the ChildFund International website General Terms and Condition or the ChildFund International Privacy Policy by Registrant.**

**For Convenience. For convenience, upon Notice by ChildFund International to Registrant, which may occur after an unsuccessful login attempt by Registrant.**

### **Effect of Termination/Survival of Selected Provisions**

**Effect of Termination. Upon the expiration or earlier termination of Registrant's registration, for any reason (i) Registrant will no longer be authorized to access the Restricted Sites or otherwise use any of the features or services offered by the Restricted Sites; (ii) ChildFund International may delete any data associated with Registrant's accounts, including but not limited to, any content in Registrant's My Correspondence Account; and (iii) all rights and obligations of the Parties under these Restricted Sites Terms and Conditions shall expire, except those rights and obligations under those sections specifically designated in the sub-section titled "SURVIVAL" immediately below.**

**Survival. Notwithstanding the expiration or earlier termination of Registrant's registration to the Restricted Sites, the following sections of the Restricted Sites Terms and Conditions shall survive any such expiration or termination: "DISCLAIMER"; "OWNERSHIP OF THE WEBSITE AND RELATED DATA"; "EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS"; "LIABILITY"; "INDEMNITIES"; "DISPUTE RESOLUTION"; AND, "GENERAL".**

## **LIABILITY**

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CHILDFUND INTERNATIONAL GROUP (AS DEFINED IN SECTION TITLED "INDEMNITIES") SHALL NOT BE

LIABLE TO REGISTRANT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM REGISTRANT'S USE OF THE RESTRICTED SITES, OR BASED UPON ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT (INCLUDING THESE RESTRICTED SITES TERMS AND CONDITIONS AND ANY ADDITIONAL INSTRUCTIONS, GUIDELINES OR POLICIES ISSUED BY CHILDFUND INTERNATIONAL, INCLUDING THOSE POSTED ON THE CHILDFUND INTERNATIONAL WEBSITE (WWW.CHILDFUND.ORG)), NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY (COLLECTIVELY, THE "EXCLUDED DAMAGES"). THE EXCLUDED DAMAGES ALSO INCLUDE, WITHOUT LIMITATION, LOSS OF SAVINGS AND REVENUE; LOSS OF PROFIT; LOSS OF USE; LOSS OF DATA AND THE CLAIMS OF THIRD PARTIES. IF CHILDFUND INTERNATIONAL GROUP CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THE CHILDFUND INTERNATIONAL GROUP'S MAXIMUM LIABILITY TO REGISTRANT IS LIMITED TO THE AMOUNT OF THE DONATION SUBMITTED BY REGISTRANT THAT GAVE RISE TO THE UNDERLYING CLAIM, OR, IF NO DONATION WAS PROVIDED, FIFTY DOLLARS (US \$50.00). THESE LIMITATIONS APPLY EVEN IF ANY OTHER REMEDY AVAILABLE TO REGISTRANT FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO REGISTRANT.

### **Remedies**

At its option, any member of the ChildFund International Group may seek all remedies available to it under law and in equity, including injunctive relief in the form of specific performance to enforce these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by ChildFund International, including those posted on the ChildFund International website ([www.childfund.org](http://www.childfund.org)), and/or actions for damages.

### **Claims**

No action arising out of, in connection with, or relating to these Restricted Sites Terms and Conditions or the subject of these Restricted Sites Terms and Conditions shall be brought by Registrant more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provision of law which would toll or otherwise affect the running of the period of limitations are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph. In addition, all Claims under the Restricted Sites Terms and Conditions are governed in accordance with the Jurisdiction and Governing Law provisions of the General Terms and Conditions.

## **INDEMNITIES**

### **Indemnity by Registrant**

Registrant will indemnify and hold harmless ChildFund International, its affiliates and their respective current, future or former officers, directors, partners, employees, agents, contractors, and their successors or assigns (collectively, the "ChildFund International Group") on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of the members of the ChildFund International Group, and, if directed by ChildFund International, shall defend the ChildFund International Group against (1) all claims that any information, data or other materials provided by Registrant in connection with the Restricted Sites (including, but not limited to, Registrant's application for registration to access and use the Restricted Sites) or these Restricted Sites Terms and Conditions, or use thereof by any member of the ChildFund International Group, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual

property or proprietary right of a third party, or that violates any Law; (2) all claims arising from fraud, intentional misconduct, criminal acts or gross negligence by Registrant; and (3) all claims otherwise arising due to a failure by Registrant to comply with any term or condition of these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by ChildFund International, including those posted on the ChildFund International website ([www.childfund.org](http://www.childfund.org)).

## **GENERAL**

### **Entire Agreement, Amendments and Modifications**

These Restricted Terms and Conditions are incorporated herein to ChildFund International website General Terms and Conditions, available at [www.childfund.org/legal/](http://www.childfund.org/legal/), and the ChildFund International Privacy Policy, available at [www.childfund.org/privacypolicy](http://www.childfund.org/privacypolicy) and any additional instructions, guidelines or policies issued by ChildFund International, including those posted on the ChildFund International website ([www.childfund.org](http://www.childfund.org)), constitute the entire agreement of the Parties with regard to the Restricted Sites and all matters addressed herein, and all prior agreements, letters, proposals, discussions and other documents regarding the Restricted Sites and the matters herein are superseded and merged into these Restricted Sites Terms and Conditions.

### **Force Majeure**

ChildFund International will be excused from performance under these Restricted Sites Terms and Conditions for any period that it is prevented from or delayed in performing any obligations pursuant to these Restricted Sites Terms and Conditions, in whole or in part, as a result of a Force Majeure Event. For purposes of this Section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature or acts of God; (2) acts of war, terrorism, insurrection, riot, civil disorder or rebellion; (3) pandemics, major health emergencies, quarantines or embargoes; (4) labor strikes; (4) telecommunications, network, computer, server or Internet downtime; (5) unauthorized access to ChildFund International's information technology systems by third parties; or (6) other causes beyond the reasonable control of ChildFund International.

### **Severability**

If any provision of these Restricted Sites Terms and Conditions, the General Terms and Conditions, or Privacy Policy shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

### **Assignment**

Registrant may not assign these Restricted Sites Terms and Condition (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of ChildFund International, which may be withheld at ChildFund International's sole discretion. Any attempted assignment by Registrant that does not comply with the terms of this Section shall be null and void. ChildFund International may assign these Restricted Sites Terms and Conditions, in whole or in part, to any third party in its sole discretion.