



EXTENDED HEARTS

Making a Difference in Communities All Over the World

EXTENDED HEARTS, LLC PROJECT BUILDER SERVICES AGREEMENT

This Extended Hearts, LLC ProjectBuilder Services Agreement ("Agreement") is made and entered into as of the date accepted by You and is by and between Extended Hearts, LLC ProjectBuilder a for profit Limited Liability corporation having its principal place of business located at 20533 Biscayne Blvd. #1218, Aventura, FL 33180, United States ("Extended Hearts, LLC"), and the corporation whose name, address, and other contact information is set forth on the lines indicated at the end of this Agreement ("You").

THIS AGREEMENT IS EXECUTED ELECTRONICALLY. BY CLICKING "ACCEPT" LOCATED AT THE END OF THIS AGREEMENT, YOU ARE AGREEING TO THE TERMS AND CONDITIONS FOR USE OF THE EXTENDED HEARTS, LLC PROJECTBUILDER SERVICES AS SET FORTH IN THIS AGREEMENT. YOU UNDERSTAND THAT YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU WARRANT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT, AND THAT THIS AGREEMENT IS LEGALLY BINDING ON YOU. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, CLICK THE "DECLINE" BUTTON. IF YOU SO DECLINE, YOU SHALL NOT PARTICIPATE IN OR USE THE EXTENDED HEARTS, LLC PROJECTBUILDER SERVICES, RECEIVE ANY RIGHTS FROM EXTENDED HEARTS, LLC PROJECT BUILDER, OR ACCESS OR USE ANY MATERIALS OF EXTENDED HEARTS, LLC PROJECTBUILDER.

All Extended Hearts, LLC ProjectBuilder Services offered on and through its Internet web site and subscribed to by You will be referred to collectively as the "Services."

1. **Access and to the Services.** Subject to the terms and conditions of this Agreement, Extended Hearts, LLC ProjectBuilder will make the Services available to You and such of Your employees that You identify to Extended Hearts, LLC ProjectBuilder as authorized to access and use the Services ("Access Holders"). You accept sole responsibility for the use of the Services by You, Your Access Holders, and any other user who gains access to the Services through You or any of Your Access Holders.

YOU SHALL INDEMNIFY AND HOLD EXTENDED HEARTS, LLC, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY LOSS, CLAIM, EXPENSE (INCLUDING COURT COSTS AND ATTORNEY FEES) OR LIABILITY OF WHATEVER KIND ARISING OUT OF THIS AGREEMENT FOR YOUR AND/OR YOUR ACCESS HOLDERS' USE OF THE SERVICES.

The Services include an on-screen help function and a "Frequently Asked Questions" section to assist You and Access Holders in the use of the Services. Extended Hearts, LLC currently makes customer support and services available to You and Access Holders, at no cost to You, via telephone and email on weekdays between 9:00AM and 5:00PM Eastern time, excluding holidays that are recognized by Extended Hearts, LLC, however, the provision of such services is subject to change, in Extended Hearts, LLC's sole discretion.

Extended Hearts, LLC reserves the right to review all applications for service that accompany this signed agreement and may approve or reject applications at its sole discretion.

2. **Data.** You shall be solely responsible for the quality and accuracy of all data that You or Your Access Holders enter into the Services. Except as otherwise provided in this Agreement, as against Extended Hearts, LLC, such data shall be Your sole property. Extended Hearts, LLC shall keep all data pertaining to You and Your Access Holders stored in the Services confidential and shall not disclose such data to anyone except employees, agents, and contractors of Extended Hearts, LLC who need to know the same in order to facilitate the performance of their duties. Extended Hearts, LLC will exercise reasonable care in the protection of Your data and will maintain reasonable data integrity safeguards against the deletion or alteration of Your data. If any data is lost or destroyed because of any act or omission of Extended Hearts, LLC or any noncompliance with Extended Hearts, LLC's obligations under this Agreement, then Extended Hearts, LLC will, at its own expense, use commercially reasonable efforts to reconstruct such data as soon as possible. Extended Hearts, LLC will store and safeguard storage media containing Your data when in the custody of Extended Hearts, LLC. You acknowledge and accept that the Services will be unavailable when Extended Hearts, LLC is backing up data.
3. **Improvements.** Extended Hearts, LLC may update or otherwise modify the Services at any time for any reason in Extended Hearts, LLC's sole discretion. Extended Hearts, LLC may shut down the Services for maintenance and development work when necessary. You acknowledge that You are familiar with the Services' functions, and that the Services are sufficient without modification to meet Your and Your Access Holders' requirements. Extended Hearts, LLC shall have no obligation whatsoever to customize, modify or improve the Services.
4. **Communications, Member Management and Other Services Provisions.** If You are subscribing to one or more of Extended Hearts, LLC's communications, member management and related services, Section 4 and its subsections apply specifically to You. If You are not subscribing to any of these services, Section 4 and its subsections do not apply to you.
 - 4.1. The Services contain email services designed to enable You and Access Holders to communicate with others (collectively, "Communication Functions"). You agree (and must require all Access Holders to agree, in writing) to use the Communication Functions only to transmit messages and material that are proper and, when applicable, related to the particular Communication Function. **ANY IMPROPER USE OF THE COMMUNICATIONS FUNCTIONS WILL RESULT IN TERMINATION OF YOUR ACCOUNT.** By way of example, and not as a limitation, You and each Access Holder agree that when using a Communication Function, he, she, or it will not:
 - o Use the Communication Function in connection with pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
 - o Publish, post, upload, distribute or disseminate any materials that violate any legal rights (such as rights of privacy and publicity, intellectual property rights, or any other legal rights) of others, or otherwise violate any such rights using the Services.
 - o Publish, post, upload, distribute or disseminate any profane, defamatory, obscene, indecent or unlawful topic, name, image, material or information.

- Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Download any file posted by another user of a Communication Function that You or access Holder, as applicable, knows, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other authorized user from using and enjoying the Communication Functions.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.

4.2. **License.** Extended Hearts, LLC ProjectBuilder hereby grants a limited, worldwide, nonexclusive, nontransferable, and non-sublicensable right and license to access and use the Services to You and Your Access Holders for the term of this Agreement. Extended Hearts, LLC reserves all other rights with respect to the Services that are not expressly granted to You herein.

4.3. **Fees.** You will pay Extended Hearts, LLC a set up fee and monthly fees based on Your volume of use of the Services (including that of Access Holders'). The amount of the set up fee and monthly fees are set forth on Extended Hearts, LLC Project Builder's current pricing schedule (less discounts, if applicable), which is subject to change, from time to time, in Extended Hearts, LLC's sole discretion. You acknowledge that You have reviewed and agree to Extended Hearts, LLC's current pricing schedule. Extended Hearts, LLC will track Your monthly volume use of the Services and bill Your credit card, on a monthly basis, for the fees incurred during the previous month.

4.4. **Right to Terminate Access.** Extended Hearts, LLC ProjectBuilder has no obligation to monitor the Communication Functions. However, Extended Hearts, LLC reserves the right to review materials posted to a Communication Function and to remove any materials in its sole discretion. Extended Hearts, LLC reserves the right to immediately terminate any Your or Access Holder's access to any or all of the Communication Functions at any time, without notice, for any violation of the standards set forth above.

4.5. Rights Reserved. Extended Hearts, LLC reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Extended Hearts, LLC's sole discretion. In addition, Extended Hearts, LLC has the right to use aggregated data about Your usage of the Services in Extended Hearts, LLC's marketing or other materials.

5. **ProjectBuilder Provisions.** If You are subscribing to the ProjectBuilder services, Section 5 and its subsections apply specifically to You. If You are not subscribing to the Proj services, Section 5 and its subsections do not apply to you. You hereby represent that You are, or are collecting funds on behalf of, a qualified 501(c)(3) organization.

5.1. Obligations. During the term of this Agreement, Extended Hearts, LLC ProjectBuilder agrees to (i) maintain the ProjectBuilder Program, (ii) maintain such functionality as is necessary so that donors can make donations to You through a secure server, (iii) collect all donations made to You using the hypertext link, and grant the proceeds thereof, net of the costs and expenses set forth in Section 5.4, to You, (iv) provide an email receipt to each donor, and (v) provide You the ability to view and download donation information maintained on a secure server by Extended Hearts, LLC ProjectBuilder. During the term of this Agreement, You agree to (i) notify Extended Hearts, LLC ProjectBuilder immediately if there is a material change to any of the information provided on Grantee's application to participate in the ProjectBuilder Program; and (ii) use its best efforts to comply with the Standards of Non-Profit Practice set forth on Extended Hearts, LLC ProjectBuilder Web site, [www. ExtendedHearts.com/ProjectBuilder](http://www.ExtendedHearts.com/ProjectBuilder)

5.2. License to Grantee. Extended Hearts, LLC ProjectBuilder hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to (i) access the functionality maintained on Extended Hearts, LLC ProjectBuilder's secure server through hypertext links incorporated into Your web site solely in accordance with the terms of this Agreement, and (ii) solely in connection with such hypertext links, use the logos, trade names, trademarks, promotional text, ProjectBuilder button design and similar identifying material (collectively, the "Licensed Materials") of Extended Hearts, LLC that Extended Hearts, LLC ProjectBuilder specifically provides to You for such purpose. You are only entitled to use the Licensed Materials to the extent that You are a member in good standing of the ProjectBuilder Program. Notwithstanding anything to the contrary herein, Extended Hearts, LLC ProjectBuilder is and shall remain the sole owner of all content on the Extended Hearts, LLC ProjectBuilder web site and all of the Licensed Materials.

5.3. General Conditions. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Extended Hearts, LLC ProjectBuilder in a negative light. Extended Hearts, LLC reserves all of its respective rights in the Licensed Materials covered by the licenses granted in this Section 5. Extended Hearts, LLC may revoke the license at any time by giving You written notice. Other than the licenses granted in this Agreement, Extended Hearts, LLC retains all right, title, and interest in and to its Licensed Materials and all of its other proprietary materials, including any copyrights, trademarks, patents, trade secrets and all other intellectual rights and any goodwill embodied therein, and no right, title, or interest is transferred to

You. You agree that Extended Hearts, LLC is the sole owner and/or valid licensee of all of the trademarks, copyright and all other intellectual property contained or embodied in the Extended Hearts, LLC web sites and that You shall not have any ownership or any other rights with respect to all or any portion of the Extended Hearts, LLC web site.

5.4. Grants; Fees. Extended Hearts, LLC ProjectBuilder shall grant to You the aggregate amount of the donations made to You through the ProjectBuilder Program and actually collected by Extended Hearts, LLC ProjectBuilder, less any amounts retained by Extended Hearts, LLC ProjectBuilder for credit card processing costs. You shall pay to Extended Hearts, LLC ProjectBuilder a set up fee and monthly service fees. The amount of the set up fees, monthly service fees and credit card costs shall be as set forth on Extended Hearts, LLC ProjectBuilder's then-current pricing schedule (less discounts, if applicable) which is subject to change, from time to time, in Extended Hearts, LLC ProjectBuilder's sole discretion. You acknowledge that You have reviewed and agree to the current pricing schedule. Each grant shall be made to You within thirty (30) days after the end of each month and shall be accompanied by a statement showing the donations collected and the amount retained by Extended Hearts, LLC ProjectBuilder. Extended Hearts, LLC shall bill Your credit card, on a monthly basis, for any set up or monthly service fees incurred during the previous month.

5.5. ProjectBuilder User Data. For the purpose of this Section 5, "User Data" shall mean all information collected by Extended Hearts, LLC from any user who makes an online contribution designated for Grantee via the ProjectBuilder Program. "Individually Identifiable User Data" shall mean that subset of "User Data" which can be reasonably used to identify a specific individual, such as name, address and/or phone number. Except as provided herein, all User Data shall be deemed to be jointly owned by Extended Hearts, LLC and You. Without the express permission of the user, Extended Hearts, LLC shall not sell, disclose, transfer, or rent the Individually Identifiable User Data to any third party, or use any Individually Identifiable User Data for its own purposes or on behalf of any third party at any time, including after termination or expiration of the Agreement. Extended Hearts, LLC shall maintain and store all User Data in compliance with its then-current privacy and security policies. Unless You have specifically informed donors of a Privacy Policy that differs from Extended Hearts, LLC ProjectBuilder's policy, You shall adhere to the Privacy Policy adopted by Extended Hearts, LLC. Extended Hearts, LLC's Privacy Policy can be found on its web site at <http://www.ExtendedHearts.com>. You shall publish a Privacy Policy that clearly and fully communicates Your policies on Your web site not later than six months after the date of this Agreement. Extended Hearts, LLC shall release Individually Identifiable User Data to You on a monthly or quarterly basis, as applicable, simultaneous with the statement to be provided to You pursuant to Section 5.4; provided, however, that if You permit anonymous donations and a User elects anonymity, Extended Hearts, LLC shall not disclose such data to You. You shall have access to certain User Data reports through the on-line "My Account" administration services.

6. **Ownership of the Services.** As among Extended Hearts, LLC ProjectBuilder, You and Your Access Holders, Extended Hearts, LLC ProjectBuilder shall be the sole and exclusive owner of the Services, all materials in respect of the Services supplied to You and Your Access Holders, all new versions, improvements, enhancements, additions and modifications to the Services or such materials, all copyright, patent, trade secret, and other intellectual property rights related to the Services and such materials, and all tangible media on which the Services and such materials are maintained. You and Your Access Holders shall have no claim or right whatsoever in respect of the Services except for the limited license to use the Services granted herein and the return of Your data on the Services as provided herein. You and Your Access Holders may not use, copy, modify, transfer, or make any derivative works of all or any part of the Services, any materials in respect of the Services, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted hereunder. If You or any Access Holder undertakes any such prohibited action, Your license shall be automatically terminated.
7. **No Warranties.** EXTENDED HEARTS, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO NON-INFRINGEMENT, THE PERFORMANCE RESULTS OF THE SERVICES, THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, OR THE RESULTS OR EFFICACY OF ANY SERVICES OR ADVICE AS TO ANY MATTER WHATSOEVER. EXTENDED HEARTS, LLC MAKES NO WARRANTIES REGARDING THE EFFECTIVENESS OF THE SERVICES IN FUNDRAISING ACTIVITIES OR COMMUNICATIONS AND MAKES NO REPRESENTATION THAT YOU WILL RECEIVE ANY GRANTS OR DONATIONS AS A RESULT OF YOUR USE OF THE SERVICES. You are responsible for determining whether the Services will achieve Your desired results. Extended Hearts, LLC does not warrant that the Services will be accessible at all times and, further, You understand that the Services may be unavailable during maintenance or at such other times as Extended Hearts, LLC deems necessary. Extended Hearts, LLC's liability to You under this Agreement shall be limited to the aggregate of all amounts paid by You to Extended Hearts, LLC ProjectBuilder under Sections 4.4 and/or 5.4 (fees) within three (3) months of the date of the applicable claim. You may not bring any action, regardless of form, in connection with this Agreement more than one year after accrual of such action.
8. **Term and Termination.** The term of this Agreement begins on the date hereof and continues on a month-to-month basis until terminated. Extended Hearts, LLC shall have the right in Extended Hearts, LLC's sole discretion to immediately terminate this Agreement at any time, upon written notice to You. You may terminate this Agreement by giving Extended Hearts, LLC at least thirty (30) calendar days prior written notice of such termination and the date on which the termination will be effective.
9. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to the matters set forth herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

This Agreement shall be executed electronically. If You agree to be bound by the terms of this Agreement, You should review the information set forth above, then click on the "Accept" button located below. By clicking on the "Accept" button, You represent and warrant that You have read, understand, and agree to all of the terms of this Agreement, are authorized to enter into this Agreement, and that this Agreement is legally binding upon You. Extended Hearts, LLC automatically accepts and agrees to be bound by the terms of this Agreement at the time You click on the "Accept" button below. Once this Agreement is completed and accepted, You should print a

complete copy for Your records. If You do not wish to agree to be bound by this Agreement, then You must click the "Decline" button and You shall not participate in or use the Extended Hearts, LLC ProjectBuilder services, receive any rights from Extended Hearts, LLC, or access or use any materials of Extended Hearts, LLC.

If you have any questions, concerns, or suggestions regarding our service agreement or our website you can contact us via email at support@ExtendedHearts.com or fax 954-206-1687

Or Mail

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