

## TERMS OF USE

Please read this terms of use agreement carefully as it contains important information regarding your legal rights, remedies, and obligations. It limits harp-weaver's liability and your remedies.

### 1. Contract

This is a contract between you and harp-weaver, a charitable trust with offices located at 8033 Germantown Ave., Philadelphia, Pennsylvania, 19118. "We," "our," and "harp-weaver" means harp-weaver and its successors and assigns. This contract covers your use of harp-weaver Services (defined below). By checking the box next to "I agree to the Terms of Use Agreement" and clicking "SUBMIT" or by using harp-weaver Services you agree to be bound by this Terms of Use Agreement. If you do not agree to this Terms of Use Agreement, check the box next to "I do not agree to the Terms of Use Agreement" and click "SUBMIT" and do not use harp-weaver Services. Your registration will be discontinued and you will not be permitted to access or use harp-weaver Services, and you shall cease all access or use of harp-weaver Services. You may not use or access harp-weaver Services if you are under age 13.

This contract limits our liability.

This contract also limits your remedies. We do not provide any warranties for harp-weaver Services. Please read Sections 5 and 6 carefully. They contain these limitations.

### 2. Descriptions of Services

harp-weaver is a philanthropy advisory firm that offer a broad array of philanthropic services including establishing a foundation or donor-advised fund, defining mission, managing operations, involving the next generation & maximizing intended impact through grants & investment. harp-weaver Services are hosted in the United States.

### 3. Definitions

- *harp-weaver Services*: The services offered by harp-weaver include the harp-weaver website ("harp-weaver Website") and any other features, content, or applications offered from time to

time by harp-weaver in connection with harp-weaver Website (collectively, “harp-weaver Services”).

- *Registered User*: A person, business, or entity that registers a profile in order to use certain aspects of harp-weaver Services.
- *Visitor*: A person, business, or entity that visits harp-weaver without registering as a Registered User.
- *User*: A Registered User or Visitor.
- *Additional Terms and Conditions*: This Terms of Use Agreement incorporates harp-weaver’s [Privacy Policy](#). In order to access or use some of harp-weaver Services, you may be notified that you are required to agree to additional terms and conditions. If you participate in or use those harp-weaver Services, you agree to be bound by those additional terms and conditions.

#### 4. User Representations, Warranties, and Covenants

You represent, warrant, and covenant that:

- if you are an individual, you are 13 years of age or older;
- if you are a business or entity, you are a lawfully organized business or entity;
- you will use harp-weaver Services only for lawful, non-commercial, non-deceptive purposes authorized by this Terms of Use Agreement;
- all information you submit in your registration and afterwards is truthful and accurate;
- if acting on behalf of a business or entity, you are the legal owner or authorized agent of the business or entity, and that you have the authority to bind the business or entity to this Terms of Use Agreement and to participate in or use harp-weaver Services;
- you will update your registration information when needed to keep it accurate and current;
- your use of harp-weaver Services will not violate any applicable law, regulation or ordinance;
- You will not take any action or use harp-weaver Services in any way which might interfere with the security of harp-weaver Services, interfere with the accessibility of harp-weaver Services or any of its contents, or cause damage to harp-weaver Services or any of its contents, including by using any robot, spider or other automatic device to access or use harp-weaver Services; and
- You will not modify or attempt to modify any of the contents of harp-weaver Services.

## 5. We Make No Warranty

We provide harp-weaver Services “as is,” “with all faults,” and “as available.” We give no express warranties or guarantees. To the extent permitted by law, we exclude and disclaim all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose, workmanlike effort, and non-infringement. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so some or all of these limitations may not apply to you.

- *Liability:* We are not responsible, under any circumstances, for any loss or damage, including personal injury or death, resulting from participation in or use of harp-weaver Services, attendance at a harp-weaver event, from any content posted on or through harp-weaver Services, or from the conduct of any Users of harp-weaver Services, whether online or offline.
- *Content:* We are not responsible for the accuracy, reliability, completeness or legality of any information on this website and we assume no liability or responsibility for any errors or omissions in the contents of this website. We are not providing you with any advice on this website, including but not limited to any financial planning or tax advice. You should consult with an appropriate professional, such as a financial planner or tax attorney, on the tax consequences of any charitable gift.
- *Links to Other Sites:* harp-weaver Website may contain links to other websites. We are not responsible for the content, accuracy or opinions expressed, and we do not investigate, monitor, or check for accuracy or completeness. Inclusion of any linked website on harp-weaver Services does not imply that we approve or endorse it. When you access these third-party sites, you do so at your own risk.
- *Users:* We are not responsible for the conduct, whether online or offline, of any User of harp-weaver Services.
- *User Communications:* We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to, or alteration of, any User communications.
- *Technical or Computer Issues:* We cannot guarantee continuous or secure access to harp-weaver Services. Operation of harp-weaver Website or harp-weaver Services may be disrupted or interfered with by numerous factors both within and outside of our control. The data stored on our servers may be corrupted, lost, or otherwise impaired. We are not responsible for any problems or technical malfunction of any telephone network or lines,

computer online systems, servers or providers, computer equipment, software, failure of any email or other system due to technical problems or traffic congestion on the Internet or on any of harp-weaver Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with harp-weaver Services.

- *Use by Minors:* While this Terms of Use Agreement prohibits use by minors under age 13, we do not have the means to prevent minors from using or accessing harp-weaver Services without authorization. We rely on your representations, warranties, and covenants.

## 6. Accessing harp-weaver Services; Account Security

We reserve the right to withdraw or amend harp-weaver Services, in whole or in part, in our sole discretion without notice. We will not be liable if for any reason all or any part of harp-weaver Services are unavailable at any time or for any period. From time to time, we may restrict access to some or all of harp-weaver Services, to Users, including Registered Users.

You are responsible for both:

- Making all arrangements necessary for you to have access to harp-weaver Services.
- Ensuring that all persons who access harp-weaver Services through your internet connection are aware of this Terms of Use Agreement and complies with it.

To access harp-weaver Services or some of the resources we offer, you may be asked to provide certain registration details or other information. It is a condition of your use of harp-weaver Services that all the information you provide on harp-weaver Services is correct, current, and complete. You agree that all information you provide to register with harp-weaver Services or otherwise, including, but not limited to, through the use of any interactive features on harp-weaver Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to harp-weaver Services or portions of it using your user name, password, or other security information. You agree to notify us

immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of this Terms of Use Agreement.

## 7. Liability Limitation; Your Exclusive Remedy

If harp-weaver should be found liable despite the terms of this Terms of Use Agreement, your exclusive remedy is to terminate this Terms of Use Agreement and to recover damages actually and directly incurred up to \$100. You can only recover from harp-weaver up to \$100 and nothing more. You agree that you will not need to recover any other damages. Consequential, special, indirect, or incidental damages, including lost profits or business opportunities are hereby disclaimed by you, whether or not advised of such possibility and whether or not any limitation on any remedy included herein is deemed to fail of its essential purpose. This limitation applies to all causes of action in the aggregate, including, without limitation, to:

- claims for breach of contract, breach of warranty or guarantee, consumer protection, consumer fraud, unfair competition, strict liability, negligence, fraud, or other tort to the extent permitted by applicable law.
- any matter related to harp-weaver Services;
- any matter related to content or intellectual property (including code);
- any matter related to viruses or other disabling features that affect your access to or use of harp-weaver Services;
- any matter related to incompatibility between harp-weaver Services and other services, software and hardware; and
- any matter related to delays or failures you may have in initiating, conducting, or completing any transmissions or transactions in connection with harp-weaver Services in an accurate or timely manner.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or we knew or should have known about the possibility of damages.

Some states do not allow the exclusion or limitation of incidental, consequential, or other damages, so the above limitations or exclusions may not apply to you.

## 8. Indemnification

You agree to indemnify, defend and hold harp-weaver (and its officers, directors, managers, agents, affiliates, joint venturers, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Terms of Use Agreement, or your violation of any law or regulation or the rights of a third party. This obligation will survive and continue after termination of this Terms of Use Agreement.

## 9. Termination

We reserve the right, in our sole discretion, to terminate you as a Registered User, or to restrict, suspend, or terminate your access to all or any part of harp-weaver Services at any time, for any or no reason, without notice, and without liability, and without waiving any other rights or remedies.

We may limit, suspend, or terminate any harp-weaver Services at any time without notice and without liability.

You may initiate the termination of your Registered Usership by sending an email to [teresa@harp-weaver.com](mailto:teresa@harp-weaver.com), and may terminate your status as a Visitor by ceasing all access to and use of harp-weaver Services.

## 10. Information That We Collect About You

Click [here](#) to see the full text of the Privacy Policy for the harp-weaver Website. You agree to the terms of the Privacy Policy, which are made a part of this Agreement.

## 11. Notifying harp-weaver

You may contact us by email in connection with any of harp-weaver Services by email, but this will not be legal notice. We do not accept legal notice by e-mail. Legal notices should be sent to our mailing address: harp-weaver, c/o Teresa Araco Rodgers, P.O. Box 4352, Philadelphia, Pennsylvania 19118.

## 12. Notices from harp-weaver

We will send you certain notices in connection with harp-weaver Services. There may be other information regarding harp-weaver Services that the law requires us to send you. We may send you this information in electronic form via e-mail or online posting. You have the right to withdraw your consent to electronic notice, but if you do, we will terminate your Usership. We may provide required information to you:

- by e-mail at the e-mail address specified when you become a Registered User;
- by access to a harp-weaver Website that will be designated in an e-mail notice sent to you at the time the information is available; or
- by access to a harp-weaver Website that will be generally designated in advance for this purpose.

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. If you do not consent to receive any notices electronically, you must stop using harp-weaver Services.

## 13. Choice of Law and Location for Resolving Disputes

You agree that claims for the enforcement or breach of this Terms of Use Agreement will be governed by the laws of the Commonwealth of Pennsylvania, USA without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be governed by the laws of your state or province of residence in the United States and Canada, or, if you reside outside of the United States or Canada, the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles.

You consent to the exclusive jurisdiction and venue of state or federal courts in Philadelphia, Pennsylvania, USA for all disputes related to this Terms of Use Agreement or harp-weaver Services. You may only sue us in Philadelphia, Pennsylvania. You cannot revoke this consent.

#### 14. Claims Must Be Filed Within One Year

Any claim related to this Terms of Use Agreement or harp-weaver Services must be brought within one year. This one-year period begins on the date when the claim first accrued. If not filed within one year, that claim is permanently barred. This applies to you and your successors and assigns.

#### 15. Severability

This Terms of Use Agreement operates to the fullest extent permissible by law. If any provision of this Terms of Use Agreement is determined to be unlawful, void, or unenforceable, that provision is deemed severable from this Terms of Use Agreement and does not affect the validity and enforceability of any remaining provisions.

#### 16. Entirety of Agreement

This Terms of Use Agreement and the Privacy Policy it incorporates, as modified or supplemented by harp-weaver from time to time, constitutes the entire agreement between you and us regarding the use of harp-weaver Services. Failure by harp-weaver to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by harp-weaver in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

If you do not agree to the terms of this Terms of Use Agreement, you should leave harp-weaver Website and discontinue use of harp-weaver Services immediately.

#### 17. Changes To This Terms of Use Agreement

It is your responsibility to check this Web page regularly to determine if there have been changes to this Terms of Use Agreement. If you do not agree to the changes, then you must cancel your Registered Usership and stop using harp-weaver Services before the changes become effective. If you continue using harp-weaver Services, then your use of harp-weaver Services will continue under this Terms of Use Agreement as modified.



Last Updated: February 1, 2023

## 18. Intellectual Property Rights

This website and the contents of this website are copyrighted and may be used only with our written permission. The trademarks, trade names, logos, and service marks (collectively the "Trademarks") displayed on this website are Trademarks of harp-weaver and others. You are prohibited from using any Trademark displayed on this website without the written permission of the owner of such Trademark. All content including images, text documents, audio, video, and interactive media published on or in harp-weaver Services is for noncommercial, educational, journalistic and/or personal use only. Any commercial use or republication is strictly prohibited. Copying, redistribution, or exploitation for personal or corporate gain is not permitted. harp-weaver retains all of its intellectual property rights in this website and the contents of this website and no right, title or interest in any content of this website is transferred to you. harp-weaver does not represent or warrant that your use of this website or any contents of this website will not infringe rights of third parties.

## 19. Claims of Copyright Infringement

In the event we receive a copyright infringement notice, we will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from harp-weaver Services infringe your copyright, you may request removal of those materials (or access to them) from harp-weaver Services by submitting written notification to our copyright agent designated below. In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "DMCA"), the written notice ("DMCA Notice") must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on harp-weaver Services, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the written notice is accurate; and

- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Teresa Araco Rodgers

P.O. Box 4352, Philadelphia PA 19118

610-937-0044

[teresa@harp-weaver.com](mailto:teresa@harp-weaver.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on harp-weaver Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If you believe that material you posted on harp-weaver Services was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "Counter Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature;
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which harp-weaver Services may be found) and that you will accept service of process from the person (or an agent of that person) who provided harp-weaver Services with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice

does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on harp-weaver Services is infringing your copyright or if you knowingly materially misrepresent that material or activity on harp-weaver Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## 20. Headings

The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.