

# Terms of Use

## Overview

This website is operated by Bear Essentials Fund, an Arizona 501(c)(3) nonprofit corporation operating under the trade name "Giving Group." Throughout the site, the terms "we", "us" and "our" refer to The Giving Group. We offer this website (including all information, tools and services available from this site – all of which are collectively referred to as our "Service") to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing subscriptions from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## 1. Online Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence.

You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of our service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

## 2. General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our Service, use of our Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## 3. Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

## 4. Modifications

We reserve the right at any time to modify or discontinue our Service (or any part or content thereof) without notice.

## 7. Optional Tools

We may provide you with access to third-party tools which we neither monitor nor over which we have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

## 10. Personal Information

Your submission of personal information through the site is governed by our Privacy Policy.

## 11. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## 14. Indemnification

You agree to indemnify, defend and hold harmless The Giving Group and our parent, subsidiaries, affiliates, partners, officers, directors, attorneys, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party relating in any way to these Terms of Use.

## 15. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, these Terms of Service shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service

## 17. Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

## 18. Governing Law, Venue and Jurisdiction

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of Washington. Any suit relating to or arising from use of our Service shall be brought exclusively in the Seattle division of the King County Superior Court or the United States District Court for the Western District of Washington.

## 20. Contact Information

Questions about the Terms of Service should be sent to us at [hello@givinggroup.com](mailto:hello@givinggroup.com)