**Terms and Conditions**

Welcome to ceefcares.org. This Site and its content are owned by Cupertino Educational Endowment Foundation (CEEF). CEEF is an independent nonprofit organization with a purpose to benefit the Cupertino Union School District (“CUSD”). CEEF is described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) and classified by the IRS as a publicly supported charity under Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

CEEF operates this online giving platform to facilitate fundraising by CEEF and by other 501(c)(3) nonprofit organizations that raise money for CUSD or for activities that enrich the educational experience of CUSD students.

These Terms and Conditions (“Terms”) govern your use of this Site. By using this Site in any capacity, you agree to abide by and comply with these Terms and our Privacy Policy, which is incorporated by reference into these Terms and Conditions. These Terms constitute a written agreement regarding your use of the Site that affect your legal rights and obligations. If you do not agree to any of the terms in these Terms or our Privacy Policy, please do not use the Site.

THE “DISPUTES & ARBITRATION” SECTION OF THIS AGREEMENT PROVIDES THAT ANY CLAIMS THAT YOU AND CEEF HAVE AGAINST EACH OTHER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, WILL, WITH LIMITED EXCEPTIONS, BE SUBMITTED TO BINDING AND FINAL ARBITRATION. PLEASE SEE THE BELOW “DISPUTES & ARBITRATION” SECTION FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

By proceeding on the Site, you hereby agree to the following:

Definitions

“**Company**”, “**We**”, “**I**”, “**Our**”, or “**Us**” means CEEF.

**“NPO”** means a non-profit organization affiliated with a CUSD school that has contracted with CEEF to collect donations and/or sell items through the Site. All NPOs on the Site are Section 501(c)(3) organizations.

“**Content**” means any and all text, images, and graphics appearing on the Site, and any related services, features, functionality and content of the Site, including downloadable material viewed, downloaded, or otherwise offered by ceefcares.org.

“**Donation”** means a monetary contribution to CEEF or to an NPO through the Site.

**“Product”** means an item advertised for sale on the site by a participating NPO.

“**Site**” means CEEF’s website, ceefcares.org, and any and all of its associated sites, including our social media platforms such as Facebook and Twitter.

“**You**” or “**Your**” means the user, customer, or viewer of the Site.

Site Ownership

The Site (including modifications) and all right, title and interest in and to the Content available through the Site are owned or licensed by CEEF, or otherwise used by CEEF as permitted by applicable law or agreement. The Site, compilation of all Content on the Site, and the Site’s features and functionality, including but not limited to proprietary software, inventions, copyrights, trademarks, trade dress, service marks, logos, slogans, and taglines, are protected by U.S. and international copyright, trademark, trade secret, right of publicity and/or or other intellectual property or proprietary rights laws.

Privacy Policy

We care about data privacy and security. Please review our [Privacy Policy](https://muir.ceefcares.org/privacy-policy/)  posted on the Site. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. Please be advised the Site is hosted in the United States.

Donations

All Donations made through the Site are tax-deductible as charitable contributions, except for the value of goods or services provided by CEEF or by an NPO as noted in your receipt. CEEF will provide a tax receipt for all Donations made through the Site via an email to the email address you provide at the time of your Donation.

All Donations that you make to CEEF through the Site will be used by CEEF to further its mission of supporting CUSD.

All Donations that you make to an NPO through the Site will be transferred (less any applicable credit card fees or bank fees) to the NPO.

All Donations made through the Site are final and nonrefundable.

You may view a copy of our annual financial statements and federal tax returns through links on our [Financials page](https://ceefcares.org/who-we-are/financial-performance/), or you can obtain them by emailing director@ceefcares.org.

By placing a donation with CEEF you agree that:

* Any donation you make is legal in your jurisdiction.
* CEEF cannot be responsible for the success of any proposed or funded projects or for the activities (or lack thereof) of the school participating in any proposed or funded projects.
* We may, but are not obligated to, share information with you regarding each project. This may include descriptions of the proposed activity and/or photographs of the completed project. This Site Content and others we may send are solely for your personal, non-commercial use and may not be distributed, displayed, or copied unless expressly authorized by CEEF.
* You understand that, if materials listed for a project you funded are not available once the school has received full project funding, the school may select alternate materials that will benefit the classroom.

Product Sales

Some NPOs offer Products for purchase through the Site. When you purchase a Product through the Site, you enter into a contract for sale between you and the NPO. CEEF facilitates the sale by collecting payment on behalf of the NPO, but the NPO is the seller and is solely responsible for fulfillment of your order.

All Product purchases are subject to availability. The NPO may cancel a sale and refund your purchase price if the NPO is unable to fill your order.

It is your responsibility to read the full description of an item prior to purchase. The Site attempts to be as accurate as possible. However, CEEF does not warrant that Product descriptions or other Content is accurate, complete, reliable, current, or error-free.

Product purchases are final unless the sale is canceled by the NPO. Contact the NPO selling the Product if you have an issue with your purchase.

Third Party Services; No Implied Endorsement

CEEF is not responsible or liable for any loss or damage incurred as a result of your use of any third party’s service, product, software, or website (collectively, “Third Party Services”) whether or not you were linked to or directed to any Third Party Services by or through the Site. CEEF does not endorse or assume responsibility for any Third Party Services and makes no guarantee regarding the reliability, accuracy, nature, origin, quality, or use of such Third Party Services. You are solely responsible for ensuring that your use of any Third Party Services, including those made available by or through the Site is done solely in accordance with all relevant laws, and the terms and conditions of any applicable licenses or other agreement.  In no event shall CEEF be liable to you or any third party for your use or alleged use of any Third Party Services.

Further, Third Party Services, such as email, e-commerce and payment services including but not limited to, Stripe payment options, may be subject to the applicable third party terms of service and privacy policies, and you are solely responsible for reviewing, agreeing to, and complying with any such terms before you use any Third Party Services. Your use of any Third Party Services is at your own discretion and risk. If you do not agree to the third party’s terms of service or license agreement, do not use the Third Party Services. Any reference on the Site to any Third Party Services is not an approval or endorsement by us of such Third Party Services.

CEEF’s Site may also include certain embedded tools provided and controlled by third parties and governed by the terms and policies of the third parties. Please be aware that any third party services are unrelated to CEEF and that your use of the third party services is subject to the terms and policies of those specific services.

Credit Card Payment & Purchases

When you Donate or purchase a Product using the Site, you may pay by credit card through CEEF’s third party payment processor, Stripe. By doing so, you give CEEF permission to charge your credit card for payment. You will receive an electronic receipt following your purchase, which you should retain for your records.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site.

Payment processing companies may have different privacy policies and practices than we do. We are not responsible for the policies of the payment processing companies. As with any online purchase, there are circumstances beyond our control which may compromise your credit card or payment method. We are not liable or responsible for any of those circumstances.

You hereby release us from any and all damages related to your payment or use of our payment processing companies in which you incur and further agree not to assert any claims against us or them for any damages which arise from your Purchase or use of our Site and its Content.

Electronic Communications & Transactions

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications (e.g., email receipts/tax letter), and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Links to Other Websites

Links on the Site that lead to other webpages maintained by third parties are provided for convenience only. We do not control the accuracy of such websites and are not responsible or liable for the content, operators, availability, accuracy, quality, advertising, products, services or other materials on or available from such third party sites. You further acknowledge and agree that CEEF shall not have any liability whether direct or indirect or otherwise, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Your use of the third party services is subject to the terms and policies of those specific services. Any concerns regarding any other website, or any link, should be directed to the organization maintaining the webpage.

Intellectual Property & Claimed Copyright Infringement

All trademarks, service marks, design marks, logos, positioning statements and trade names are proprietary to CEEF or of the respective owner. All rights are reserved by the respective owners. You may not use any CEEF provided service marks, logos or graphics, without CEEF’s prior written consent. We reserve all rights not expressly granted in these Terms.

If you are a copyright owner or an agent of a copyright owner and believe in good faith that any Content on the Site infringes upon your copyright, you may send a notice of claimed infringement to CEEF’s Designated Agent pursuant to the Digital Millennium Copyright Act (“DMCA”) section 17 USC 512 (c) (3).

The notice must include the following information:

* A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
* Identification of works or materials being infringed;
* Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that CEEF is capable of finding and verifying its existence;
* Contact information about the notifier including address, telephone number and, if available, email address;
* A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
* A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

All notifications of claimed copyright infringement should be forwarded to our Designated Copyright Agent at director@ceefcares.org.

Once a proper bona fide infringement notification is received by the Designated Agent, it is CEEF’s policy: to remove or disable access to the infringing material; to notify the content provider or user that CEEF has removed or disabled access to the material; and for repeat offenders, to terminate such content provider’s or user’s access to the Site.

Age Restrictions

You must be at least eighteen (18) years of age, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to use the Site. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Site or services on the Site only under the supervision of your parent or guardian who has agreed to these Terms. Those under the age of 13 may not use the Site or services. Parents or legal guardians of a child under the age of 18 may use the Site or services on behalf of such minor child.

Prohibited Activities

You agree not to:

* Copy, alter, reproduce, create derivative works, remove, republish, post, publicly perform, publicly display, distribute, modify, broadcast, download, transmit, license or commercially exploit, in whole or in part, except as expressly permitted by CEEF herein or by the respective Content owner as applicable and as permitted in any required end user license agreement if any provided that you include without any modification or alteration all copyright and other propriety notices contained in the Content;
* Collect or otherwise obtain any personally identifiable information from the Site or any Content available on the Site for any advertising, promotion or solicitation purposes, regardless of whether or not this is for commercial or non-profit purposes;
* Disable, circumvent or otherwise interfere with security features of the Site or other features that prevent or restrict use or copying of any Content; and
* Use the Site to generate unsolicited email advertisements or spam, to conduct or promote any illegal activity, for political campaigning, and/or soliciting support for legislative or other related initiatives.

Disclaimer of Warranties

The Site and all Content, Products and other services included on or otherwise made available to you through the Site are provided by CEEF on an "as is" and "as available" basis, unless otherwise specified in writing. CEEF makes no representations or warranties of any kind, express or implied, as to the operation of the Site, or the Content, Products, or other services included on or otherwise made available to you through the Site. You expressly agree that your use of the Site is at your sole risk.

To the full extent permissible by law, CEEF disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. CEEF does not warrant that the Site, the Products offered on the Site, or other services included on or otherwise made available to you through Site are free of viruses or other harmful components.

YOUR DOWNLOADING OF ANY CONTENT FROM OR THROUGH THE SITE AND IS AT YOUR OWN DISCRETION AND RISK. WITHOUT LIMITATION, YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Release and Indemnity

By using the Site pursuant to these Terms, you agree to release and discharge CEEF, its Board of Directors, officers, employees, agents, contractors, subcontractors, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, whether known or unknown, both legal and equitable in any manner.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

YOU ALSO AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS, CEEF and its affiliates, and/or licensors, and their respective trustees, directors and employees FROM AND AGAINST, ANY AND ALL CLAIMS OR LIABILITY, INCLUDING COSTS AND ATTORNEYS FEES, ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE CEEF SITE OR FAILURE TO ABIDE BY APPLICABLE LAW.

Limitation of Liability

Under no circumstances, including negligence, will CEEF be liable for direct, indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising from the use or inability to use the Site, INCLUDING WITHOUT LIMITATION USE OF OR RELIANCE ON CONTENT AVAILABLEON THE CEEF SITE, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF CONTENT, DISCLOSURE OF COMMUNICATIONS OR ANY OTHER FAILURE OF PERFORMANCE.

Notwithstanding anything to the contrary contained herein, your sole and exclusive remedy for negligence, failure to perform, or breach by us shall be a refund of the amount paid.

Disputes and Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH CEEF AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

We want to address your concerns or issues before filing a claim against CEEF. Please contact us via email at director@ceefcares.org. We will contact you by email to informally resolve the dispute. You or CEEF may start a formal dispute resolution process if a dispute is not resolved within 30 days of your submission.

YOU MAY ONLY RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND YOU WILL NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION (E.G., CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR CONSOLIDATION WITH OTHER ARBITRATIONS).

Any claim relating to these Terms that is not resolved through our informal process, or as set forth below, will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the “Arbitrator”) administered by the American Arbitration Association (https://www.adr.org) according to this Section and the applicable arbitration rules for that forum. The Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small-claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies.

If you are a consumer bringing a claim relating to a transaction intended for a personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in Santa Clara, California, or another mutually agreeable location. The arbitrator’s award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party’s claim. An Arbitrator’s decision and judgment thereon will not have a precedential or collateral estoppel effect in any other case or arbitration. For purposes of this arbitration provision, references to you and CEEF also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Site.

Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in County of Santa Clara, California, or federal court for the Northern District of California. If any part of these Terms is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect.

Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or to enforce intellectual property rights (e.g., copyright, trademark, trade secret, or patent rights) without first engaging in our informal dispute resolution process or arbitration. In the event this agreement to arbitrate does not apply to you or your claim, any judicial proceeding will be brought in the federal or state courts of Santa Clara County, California. You and CEEF agree to submit to the personal and exclusive jurisdiction of the courts in Santa Clara, California.

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO USE OF THE SITE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

You can decline this arbitration agreement by notifying CEEF in writing within 30 days of becoming subject to this Arbitration Agreement via email to director@ceefcares.org.

Governing Law

These Terms & Conditions, and any dispute arising out of it, shall be governed by the laws of the State of California.

Errors & Omissions

Every effort is made to provide up-to-date accurate information from each of our participating NPOs and the schools they support. However, CEEF does not and cannot warrant, represent, or guarantee that such data is free from errors, accurate, or up-to-date at all times. There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

Modifications & Interruptions

We reserve the right to change, modify, or remove any Content from the Site at any time at our sole discretion without notice.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

Changes to these Terms

We reserve the right to make changes to any information or services on this Site, including these Terms and our Privacy Policy, without prior notice to you. The most current Terms will be posted here on the Site and will be effective upon posting. When changes are made to these Terms & Conditions, we will update the “Updated on” date at the bottom of this page.

General Information

These Terms of Use and CEEF’s Privacy Policy constitute the entire agreement between you and CEEF and govern your use of the Site, superseding any prior version of these Terms of Use between you and CEEF with respect to the Site.

These Terms are effective until terminated by CEEF, at any time without notice. In the event of termination, the disclaimers, limitations of liabilities and indemnities set forth in these Terms will survive.

Notice to Users in California

We want to address your concerns or issues. Please contact us via email at director@ceefcares.org so that we can address your concerns. You may also contact us at Cupertino Educational Endowment Foundation (CEEF), 10301 Vista Dr. Cupertino CA 95014 USA. Additionally, under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Contact Information

If there are any questions regarding our Terms you may contact us by email at director@ceefcares.org.

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