

Terms, Conditions & Privacy

Agreement between user and

Welcome to . The website and mobile application iOS/Android (the “Site”) is comprised of various web pages operated by Raise 365 Developments, LLC. (“Raise 365”). is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Raise 365 is a E-commerce Site. Raise 365 allows for Non Profit Organizations to raise funds for their organizations using our platform as a tool for selling and collecting funds.

Provides business tools and technology to build and manage the content for a mobile presence via Raise 365 iOS/Android Applications. The following feature are provided based on Package selected. Ability to create business accounts, Ability to create and manage Restaurant Profile, Ability to create and manager and publish Menus, Ability to receive & send communications to registered customer via Raise 365 App, Ability to view metrics, Loyalty program that enable the business to reward and track customer behavior via Raise 365 mobile app.

Privacy

Your use of is subject to Raise 365’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting or sending emails to Raise 365 constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Raise 365 is not responsible for third party access to your account that results from theft or misappropriation of your account. Raise 365 and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Raise 365 does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use only with permission of a parent or guardian.

Business Cancellation/Refund Policy

Subscribing businesses may cancel their subscription any time, but must cancel 2 days before the next billing cycle starts. Please contact us at with any questions.

Links to third party sites/Third party services

may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Raise 365 and Raise 365 is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Raise 365 is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Raise 365 of the site or any association with its operators.

Certain services made available via are delivered by third party sites and organizations. By using any product, service or functionality originating from the domain, you hereby acknowledge and consent that Raise 365 may

share such information and data with any third party with whom Raise 365 has a contractual relationship to provide the requested product, service or functionality on behalf of users and customers.

No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Raise 365 that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Raise 365 or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Raise 365 content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Raise 365 and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Raise 365 or our licensors except as expressly authorized by these Terms.

Use of communication services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, 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 user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Raise 365 has no obligation to monitor the Communication Services. However, Raise 365 reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Raise

365 reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Raise 365 reserves the right at all times to disclose any information as 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 Raise 365's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Raise 365 does not control or endorse the content, messages or information found in any Communication Service and, therefore, Raise 365 specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Raise 365 spokespersons, and their views do not necessarily reflect those of Raise 365.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials provided to or posted on any Raise 365 web page

Raise 365 does not claim ownership of the materials you provide to (including feedback and suggestions) or post, upload, input or submit to any Raise 365 Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Raise 365, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Raise 365 is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Raise 365's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You will be able to connect your Raise 365 account to third party accounts. By connecting your Raise 365 account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Raise 365 from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Raise 365 Content accessed through in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Raise 365, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Raise 365 reserves the right, at its own cost, to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Raise 365 in asserting any available defenses.

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. RAISE 365 DEVELOPMENTS, LLC, AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

RAISE 365 DEVELOPMENTS, LLC. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. RAISE 365 DEVELOPMENTS, LLC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RAISE 365 DEVELOPMENTS, LLC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RAISE 365 DEVELOPMENTS, LLC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

Raise 365 reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Raise 365 as a result of this agreement or use of the Site. Raise 365's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Raise 365's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Raise 365 with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Raise 365 with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Raise 365 with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Raise 365 reserves the right, in its sole discretion, to change the Terms under which is offered. The most current version of the Terms will supersede all previous versions. Raise 365 encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Raise 365 welcomes your questions or comments regarding the Terms:

Raise 365 Developments, LLC.
support@raise-365.com

Effective as of July 1, 2021

Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to the and Raise 365 Developments, LLC and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Raise 365 Developments, LLC include and Raise 365. The Raise 365 website is a Create and Display Restaurant Content and communication site. By using the Raise 365 website, you consent to the data practices described in this statement. Collection of your Personal Information

Raise 365 may collect personally identifiable information, such as your name. If you purchase Raise 365's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction. Raise 365 may also collect anonymous demographic information, which is not unique to you, such as your age and gender. We may gather additional personal or non-personal information in the future.

Information about your computer hardware and software may be automatically collected by Raise 365. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Raise 365 website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Raise 365's public message boards, this information may be collected and used by others.

Raise 365 encourages you to review the privacy statements of websites you choose to link to from Raise 365 so that you can understand how those websites collect, use and share your information. Raise 365 is not responsible for the privacy statements or other content on websites outside of the Raise 365 website.

Use of your Personal Information

Raise 365 collects and uses your personal information to operate its website(s) and deliver the services you have requested.

Raise 365 may also use your personally identifiable information to inform you of other products or services available from Raise 365 and its affiliates. Raise 365 may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Raise 365 may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Raise 365, and they are required to maintain the confidentiality of your information.

Raise 365 may keep track of the websites and pages our users visit within B Raise 365, in order to determine what Raise 365 services are the most popular. This data is used to deliver customized content and advertising within Raise 365 to customers whose behavior indicates that they are interested in a particular subject area. Raise 365 will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Raise 365 or the site; (b) protect and defend the rights or property of Raise 365; and, (c) act under exigent circumstances to protect the personal safety of users of Raise 365, or the public.

Use of Cookies

The Raise 365 website may use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Raise 365 pages, or register with Raise 365 site or services, a cookie helps Raise 365 to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Raise 365 website, the information you previously provided can be retrieved, so you can easily use the Raise 365 features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Raise 365 services or websites you visit.

Security of your Personal Information

Raise 365 secures your personal information from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

Children Under Thirteen

Raise 365 does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

Opt-Out & Unsubscribe

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from Raise 365 by contacting us here:

– Web page: www.raise-365.com

– Email: support@raise-365.com

Changes to this Statement

Raise 365 will occasionally update this Statement of Privacy to reflect company and customer feedback. Raise 365 encourages you to periodically review this Statement to be informed of how Raise 365 is protecting your information.

Contact Information

Raise 365 welcomes your questions or comments regarding this Statement of Privacy. If you believe that Raise 365 has not adhered to this Statement, please contact Raise 365 at:

RAISE 365 DEVELOPMENTS, LLC

SUPPORT@RAISE-365.COM

Effective as of July 1, 2021