

## Terms and Conditions

The following are the Terms and Conditions ("Terms") that govern use of this Website ("Site").

By using or visiting the Site, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. The Bermuda Community Foundation ("BCF") reserve the right to change these Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. If you violate these Terms of Use, BCF may terminate your use of the Site, bar you from future use of the Site, and/or take appropriate legal action against you.

### Donations

All donations are final and non-refundable. Donations are held by BCF in a bank account for a minimum of 10 business days for transaction verification.

Users agree not to use an invalid or unauthorized credit/bank card in making transactions on the BCF site and applications. Once a Donation is made, the transaction is final and not subject to dispute unless unauthorized use of the Users payment card is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules.

BCF will require a telephone call with a card holder when a transaction of over \$10,000 is processed in order to verify the transaction, the legitimacy of the card user and/or the issuing bank.

BCF may assess a fee for use of the services on this site to subsidise the costs of administration. This is because BCF manages GiveBermuda.org—the website used to process online donations. Your donation first goes to BCF via GiveBermuda.org. After processing administration and Third party fees i.e., credit card and bank processing fees, BCF then grants 100% of the donations to the charities. This payment facility allows BCF to issue you an acknowledgement letter immediately upon completion of your transaction. It also helps to minimize some of the administrative work of gift processing for the charities, so they can focus on providing vital services to the community. All Fee rates are available to view at [www.bcf.bm](http://www.bcf.bm).

All donations are subject to a verification process and a minimum of 10 business days' hold prior to their release. For larger or exceptional transactions, such as those for campaigns, funds may take up to 60 days to be disbursed to recipient organizations.

Users will be responsible for taxes where applicable.

### **Permitted Use**

You agree that you are only authorized to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review philanthropic information, for personal use, or to make donations, unless otherwise specifically authorized by BCF to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorized by us to do so. The content and software on this Site is the property of the BCF and/or its suppliers and is protected by Bermuda and international copyright laws. BCF posts a legal notice and various credits on pages of the Site, which may not be removed. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

### **Disclaimers**

BCF does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any Content, search or link on it. The Site and its Content are delivered on an "as-is" and "as-available" basis. BCF cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. BCF disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. BCF will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages. BCF make no guarantee of any specific result from use of this Site or use of the BCF service. BCF disclaims any and all liability for the acts, omissions and conduct of any third party users, BCF users, sponsors on the Site, in connection with the BCF service or otherwise related to your use of the Site and/or the BCF service. Without limiting the foregoing, you may report the misconduct of users, service and/or product providers referenced on or included in the Site to BCF at [info@bcf.bm](mailto:info@bcf.bm) or 441-294-4959. BCF may investigate the claim and take appropriate action, in its sole discretion.

## **Trademarks**

BCF logos and design found on this site (and its complementary sites) are registered trademarks of BCF. BCF trademarks may be used publicly only with the written permission of BCF.

## **Ownership of Materials**

All materials on BCF's website are copyrighted and are protected under treaty provisions and world-wide copyright laws. BCF's materials may not be reproduced, copied, edited, published, transmitted or uploaded in any way without BCF's written permission. Except as expressly stated in the limited licence provision of these terms and conditions, BCF does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

## **Disputes**

This site is controlled by BCF from Bermuda. If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed and construed by Bermuda law. In the event of a dispute arising out of or relating to these terms and conditions, or your use of or access to this site, litigation must be brought in court in Hamilton, Bermuda without regard to its conflict of law provisions.