

Social Networking and Giving Platform Terms of Use

Welcome to Bermuda Community Foundation's GiveBermuda.org Forum, an online giving platform in Bermuda. To provide a comfortable and respectful space for all, a place that fosters philanthropy and charitability, we have developed guidelines for posting and conduct. Please read them closely. Failing to comply with the following Terms of Use may lead to the deletion of posts, personal warnings, and possible denial of access.

Terms of Use

These Terms of Use ("Terms of Use") provide important information about your use of the discussions forums on the www.GiveBermuda.org website (the "Platform").

Your use of the Platform is subject to these Terms of Use. By accessing, viewing, or contributing to any of the Platform, you agree to be bound by, and use the Platform in compliance with, these Terms of Use. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE PLATFORM.**

IMPORTANT: IF YOU USE THE PLATFORM, YOU MUST ACCEPT THESE TERMS OF USE AS PRESENTED TO YOU HERE, WITHOUT CHANGES, ADDITIONS, OR DELETIONS. At any time Bermuda Community Foundation may change, add, or remove any part of these Terms of Use or any part of the services and features provided in the Platform. If it does so, Bermuda Community Foundation will update these Terms of Use here (<http://www.GiveBermuda.org>) and may also post such changes elsewhere on the Platform.

General

As long as you comply with these Terms of Use, Bermuda Community Foundation grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform. All use of the Platform is governed by these Terms of Use and the Bermuda Community Foundation Privacy Policy located at www.bermudacommunityfoundation.org. In the event of any conflict between these Terms of Use and Bermuda Community Foundation Privacy Policy, the terms of these Terms of Use will govern.

Ownership of Material Posted on the Platform

By submitting any content to the Platform (a "Submission"), you are granting Bermuda Community Foundation an unrestricted, irrevocable, non-exclusive, royalty-free, perpetual, worldwide, and fully transferable,

assignable, and sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create collective or derivative works from, distribute, perform and display your content in whole or in part and to incorporate them in other works in any form, media, or technology now known or later developed. You further warrant that all so-called moral rights in any such content have been waived. If you do not want to grant to Bermuda Community Foundation such rights, you should not send your Submission to the Platform.

In your Submission, you are free to exercise any other rights of a copyright holder, including restricting the use of your Submission by any persons other than Bermuda Community Foundation. To do so, you should place an appropriate copyright notice on your Submission or create a link to an applicable license agreement. To the extent that you do not do so, then your Submission will be governed by this policy.

By posting any content to the Platform, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use. You agree that you will not knowingly and with intent to defraud provide material and misleading false information. You represent and warrant also that the content you supply does not violate these Terms of Use, and that you will indemnify and hold Bermuda Community Foundation harmless for any and all claims resulting from content you supply.

Conduct in the Platform

Your conduct in the Platform should be guided by common sense and basic etiquette. You may not post any content in the Platform that is illegal, infringing of intellectual property rights, invasive of privacy, libelous, defamatory, indecent, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, abusive, vulgar, obscene, pornographic, sexually explicit, offensive in a sexual, racial, cultural, or ethnic context, or otherwise injurious or objectionable.

You may not post any content in the Platform, including links to other websites that could be construed as endorsing or promoting any service, product, cause, or political candidate.

You may not post any content in the Platform that suggests that it is endorsed by Bermuda Community Foundation.

You acknowledge that Bermuda Community Foundation has no obligation to pre-screen or regularly review any content posted in the Platform, but that it shall have the right, in its sole discretion, to remove any content that it considers to violate these Terms of Use or that it otherwise considers to be objectionable.

Bermuda Community Foundation will make good faith efforts to investigate allegations that any content posted to the Platform violates these Terms of Use but makes no warranty to any person that it will edit, remove, or continue to permit the display of any specific content, whether or not subject to such allegations, and will have no liability whatsoever for editing, removing, or continuing to permit the display of any content whatsoever.

You understand that all content posted to the Platform is the sole responsibility of the individual who originally posted the content. You understand also that all opinions expressed by users of the Platform are expressed strictly in their individual capacities, and not as representatives of Bermuda Community Foundation.

You agree that Bermuda Community Foundation will not be liable, under any circumstances and in any way, for any errors or omissions, loss or damage of any kind incurred as a result of use of any content posted in the Platform. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

You agree not to interfere with or disrupt the Platform.

Children

Collecting personal information from children under the age of 13 ("minor children", as defined by Bermuda Law at any given time) through the Platform is strictly prohibited. No Submission should be directed toward minor children. Minor children are not eligible to use the Platform, and we ask that they do not submit any personal information to the Platform.

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Attn: Managing Director
Bermuda Community Foundation
Sterling House, 16 Wesley Street, 4th Floor
Hamilton, Bermuda HM 11

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Modification of These Terms of Use

Bermuda Community Foundation reserves the right to change, at any time, in its sole discretion, any of the terms of these Terms of Use. You are responsible for regularly reviewing these Terms of Use. Your continued use of the Platform constitutes your agreement to these Terms of Use in their entirety, as they may be amended or changed in the future.