

World Education Fund Terms of Use Agreement

(Last updated 1/17/2018*)

**Substantive changes from the prior version will generally be highlighted below for at least one month.*

Welcome to World Education Fund, a California non-profit public benefit corporation, together with its affiliates, officers, directors, agents, employees, representatives, partners and their respective affiliates, collectively, "WEF". This Terms of Use Agreement ("Agreement") is a contract between you ("you") and WEF and governs your access and use of the worldedufund.org website and all other websites owned and operated by WEF that have this Agreement posted (collectively, the "Website"), including, but not limited to, all transactions conducted on the Website and all WEF services provided in connection with the Website. By accessing or using the Website, you signify that you have read all of the terms and conditions in, and linked to, this Agreement (including the Privacy Policy) and you agree to be bound by this Agreement, whether or not you participate in WEF's program to support and encourage students, teachers and schools and to promote education in the developing world, and WEF's related programs, services and activities (collectively, the "Program") or otherwise access or use the Website (in each such capacity, a "User"). If you do not agree with all of the terms and conditions in this Agreement, please do not participate in the Program or access or use the Website.

This Agreement supersedes any previous agreement to which you and WEF may have been bound (provided that if you have a separate written agreement with WEF, the terms of that separate agreement will control with respect to any provision that conflicts with this Agreement). This Agreement may be modified by WEF in its sole discretion from time to time and such modifications shall automatically become part of this Agreement and shall be effective once posted by WEF on the Website (as indicated by the posted update date). Your participation in the Program and use of the Website will be subject to any such modifications. You should review the Website and this Agreement from time to time for any modifications. If you do not agree with any such modifications, please immediately terminate your registered WEF User Account (defined in Section 1), if any, as outlined in Section 8 below, and please immediately stop participating in the Program and accessing and using the Website.

This Agreement is divided into the following sections:

1. Participation in the Program
2. Additional Website Features
3. Acceptable Use
4. Proprietary Rights
5. Disclaimers and Limitation of Liability
6. Governing Law, Dispute Resolution, Arbitration, and Waivers
7. Indemnity
8. Term and Termination
9. Entire Agreement, Severability, Assignment

1. Participation in the Program

WEF manages the Website, which presents you and other Users with opportunities to contribute to the Program, for example, by featuring profiles and education expenses of students in the developing world and by outlining project and programs to support students, teachers and schools and to promote education. The Website also provides Users with the opportunity to communicate with students supported by WEF who post their school journals on the Website.

You participate in the Program by creating an online account on the Website, registered to your email address (your “*User Account*”). You conduct all transactions through your User Account. Your User Account includes a record of your contributions to WEF and the students, schools, projects, programs, or purposes to which they have been applied, as well as any unapplied balances, (your “*WEF Credit*”), for example, from a gift certificate credited to you. You may choose that your contributions be used to fund students’ school expenses, to support schools, projects, or programs, to defray WEF’s operating expenses, or to a combination of these purposes, or you may permit WEF to determine the charitable purpose to which your contributions will be applied. Your contributions and your WEF Credit, if any, are not refundable.

1.1 Program to Fund School Expenses for Students

a. Contributions for School Expenses

WEF was founded so that students in developing countries do not have to drop out of school because their families cannot afford to pay school expenses, for example, for books, uniforms, exam fees, and school supplies, charged even when tuition in public schools is free. In public secondary schools, a contribution of \$250 or less is often enough to keep a student in school for another year.

The Website features individual profiles of financially needy, academically promising students and details their school expenses (“*Student Profiles*”). Users may select students they wish to support and make donations for school expenses via the Website. These contributions are recorded in their User Accounts, along with the names of the students. The Website shows receipts from schools for students’ fees, usually on a student-by-student basis.

You may choose instead to donate to the school expenses program without indicating a particular student. These contributions help students, e.g., by topping up profiled students when funding received does not cover 100% of their school expenses (schools do not normally accept partial payment), by funding students recently added to the program, or by allowing WEF to add more students.

Students supported by WEF agree to post journals about their school experiences on the Website, provided they have access to computer labs. (See Section 1.2, Projects and Programs to Support Students, Teachers, and Schools.) Composing their school journals gives students practice in keyboarding and writing in English. Users are encouraged to read the students’ journals and to send responses. WEF wants its students to feel that they are part of a larger community invested in their educational success. Our experience is that students are excited and heartened when they receive responses to their journals.

WEF works in partnership with schools, local and international organizations, and teachers, school administrators and other knowledgeable individuals to identify financially needy and academically promising students to participate in the school expenses program. The selection process and criteria vary depending on local conditions. Students who are selected must write an autobiographical essay that is used in their profile on the Website. To remain in the program, students must continue to meet the eligibility criteria and each student’s grades and attendance and other relevant factors are reviewed annually.

The first groups of students who have been funded have recently graduated from high school and WEF is developing an expanded program so they can be supported through Advanced level examinations and then through college or technical training. The program has been expanded to allow tuition to be included in school expenses. Each student’s expenses, including tuition where applicable, are detailed in the student’s Student Profile.

WEF strives to deliver the school expense program as described in this Section 1.1, within the constraints imposed by local conditions and adapted as appropriate to changes in circumstances.

WEF makes the payments for students’ school expenses directly to the school where possible and prefers this method of payment. In some cases, the payments are made on behalf of the student to a local or international organization or institution with which the student or school is associated. In some cases,

payments are made directly to the student, for example, for meals at a college that does not accept pre-payment for food. In all cases, WEF works diligently to obtain receipts for all payments.

When a profile is posted on the Website, the student is at that time eligible and willing to participate in WEF's school expenses program, the student is in need of funding, and other necessary elements, such as a working relationship between WEF and the student's school, are in place. Contributions for a student are collected in advance of the school year but paid when the school year commences, and conditions can change. WEF is committed to supporting its students and respects Users' preferences that their contributions be applied to support the students they have selected on the Website. However, WEF retains the discretion to redirect Users' contributions in the following order:

- to other students in the school expenses program, until all profiled students have been paid for,
- to WEF's projects and programs (Section 1.2),
- to WEF's program and operating expenses,
- in the event that WEF ceases to operate, to other tax-exempt educational organizations with objectives similar to WEF's.

b. Loans for Post-Secondary Education

As WEF students graduate from secondary school, WEF is piloting a program to provide loans to post-secondary students who attend a college or technical training program. WEF loans will be coordinated with government loan programs and scholarships or grants received by the student. Loan repayments from the students will be applied to WEF's programs, including new loans to students, and not repaid to Users. WEF will disclose to Users the amount, if any, of the education loan that will be extended to the student profiled on the Website when the loan program is in operation. Contributions to the loan program are not currently being sought from Users.

1.2 Projects and Programs to Support Students, Teachers, and Schools and to Promote Education

Collaborating with local schools and organizations on the school expenses program (Section 1.1) brings WEF into close contact with the day-to-day lives of students and teachers. WEF has identified many opportunities to enrich the school experience by developing and supporting educational facilities and programs.

Successful projects and programs to date are:

- In Tanzania, English is used in business and government. It is the language of education in secondary and post-secondary school, but students are native speakers of Swahili and few achieve real fluency in English. WEF's program is structured to require students to practice speaking, reading, and writing in English
- The founders of WEF provided funding to set up an outdoor kitchen with cinder block walls and a roof at a school in Karatu. A simple lunch is prepared for students in the school kitchen every school day.
- The US team prepared workshops and brought teaching supplies for its visit to Tanzania in 2014. Students and teachers participated enthusiastically.
- A no-cost textbook loan program in Iringa helps WEF students.
- WEF set up and supports two computer labs in partner schools in Iringa (2012) and Karatu (2014). The labs have servers loaded with a large offline library of educational materials and are used by school classes. WEF students visit the computer labs together to write their online journals and explore the research resources. This program has been so successful that it expanded in the fall of 2017. Six new school computer labs were added.

You may choose to contribute funding to WEF's projects and programs. As plans become concrete and contributions are sought, the Website will feature a description of the new project or program, details of funding requirements, how it will be carried out, and the benefits to students and schools that make it worthwhile.

WEF undertakes projects and programs only if it is satisfied that funding, partnerships with other organizations, resources, and logistics can be put in place to achieve the projects' results and that they will benefit students and schools over the long term. WEF intends that Users' contributions to a project or program will provide funding for the project or program described. WEF operates in the developing world, however, and unforeseen changes in circumstances may cause a project or program to be altered from the description on the Website, or cancelled. WEF retains the discretion to redirect Users' contributions in the following order:

- to other WEF projects and programs,
- to the program to fund school expenses for students (Section 1.1),
- to WEF's program and operating expenses,
- in the event that WEF ceases to operate, to other tax-exempt educational organizations with objectives similar to WEF's.

Instead of contributing to a specific project or program, Users may choose to make contributions to support future ones. WEF and its partner schools and organizations have identified many opportunities to develop and support education that need to be funded.

1.3 Expenses of Operating the Program

Costs shown on the Website for the programs in Sections 1.1 and 1.2 are not grossed up to cover WEF's operating costs. For example, bank fees charged on your contributions to send them to the developing country are not included. Students' school expenses on the Website are as close to their actual costs as we can make them, with no added "handling" fees.

WEF works hard to keep its operating costs low. Most work is carried out by volunteers, who often pay out of their own pockets the ongoing expenses associated with their work.

The Website provides Users with the option to contribute to WEF's operating expenses. We would appreciate your support.

1.4 Tax Deductibility

You understand that WEF is a non-profit public benefit corporation and a tax-exempt organization that the Internal Revenue service has determined to be a public charity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time. Funds you contribute to WEF's operations will be eligible for tax deductibility in the United States. You also understand that you are solely responsible for determining the proper tax treatment for any contribution you make through the Website and the Program. WEF has not and will not provide any tax or legal advice to you in connection with any contribution you might make. This Agreement does not attempt to define the tax implications of participating in the Program. If you participate in the Program, you should consult with your own accountants, tax advisors and legal advisors.

1.5 Contribution Records

Records of your contributions and your WEF Credit, if any, can be accessed via your User Account.

1.6 User Account Inactivity

WEF welcomes its Users' active participation in the Program. However, if a User becomes inactive for an extended period of time, WEF may elect to automatically terminate the inactive User Account. WEF may, in its sole discretion, determine that a User is inactive if the User does not, for an extended period of time, log in to his or her WEF account on the Website or otherwise indicate to WEF a desire to keep the account active, for example, by a phone or email communication with WEF or by taking advantage of embedded response features, such as a click-response button in an email or other electronic communication from WEF.

If WEF determines, in its sole discretion, that a User has been inactive for a period of 24 months or more, WEF will automatically utilize the remaining WEF Credit, if any, in the User's account, to fund the Program without the requirement of any notice to the User.

2. Additional Website Features

2.1 Gift Certificates

Users have the option of making a contribution to WEF in the form of a gift certificate that permits another person (the "*Gift Certificate Redeemer*") to act for you in choosing how the contribution will be applied to WEF's programs, projects, and purposes ("*Gift Certificate*").

If a Gift Certificate Redeemer does not already have a User Account, WEF will at the time of redemption provide instructions for registering as a User and creating a User Account. WEF will credit the User Account of the Gift Certificate Redeemer with a WEF Credit in the amount of your contribution. All terms and conditions of this Agreement will apply to the Gift Certificate Redeemer, who upon registering will have the status of a User

If the Gift Certificate has not been redeemed within six months of its creation, WEF will use the amount of the contribution in the Gift Certificate to fund the Program without the requirement of any notice to the User or the Gift Certificate Redeemer.

3. Acceptable Use

3.1 Appropriate Conduct

You may access and use the Website for your personal, non-commercial use in connection with the Program. The Website may not be accessed or used by you in connection with any other endeavors, commercial or otherwise, except as previously approved in writing by an authorized representative of WEF. Your access and use of the Website and participation in the Program shall be in strict compliance with this Agreement, including, without limitation, WEF's Privacy Policy, all other procedures and guidelines set forth on the Website and as part of the Program, as well as applicable law. WEF has the right to investigate and take appropriate legal action (including, without limitation, civil, criminal and injunctive redress) against any illegal and/or unauthorized uses of the Website or exploitations of the Program, including collecting or harvesting (whether or not by automated scripts) the name, email address or any other personal or confidential information of any User, student, school, teacher, school administrator, organization, or any other person, group, or entity, by electronic or other means for any reason, including, without limitation, the purpose of sending unsolicited email and unauthorized framing of or linking to the Website.

You may not use the Website in any manner that could damage, disable, overburden or impair the Website or software, systems or equipment of WEF or any User, student, school, teacher, school administrator, organization, or any other person, group, or entity. You may not use the Website in any manner that, in WEF's sole discretion, creates a poor user experience for any other User, such as by posting content specifically designed to attract a negative reaction from an individual, group, or entity, or by "keyword stuffing" pages (loading a page description with keywords in an attempt to manipulate the page's ranking in search results).

Although WEF assumes no obligation to monitor the conduct of any User on or off the Website or through the Program, it is a violation of this Agreement to use the Website or Program, or any information obtained from the Website or Program, in order to: (i) harass, abuse, or harm another person, (including, but not limited to, using profanity in the interactive section of the Website or participating in bad faith), (ii) prevent or exclude others using the Website in compliance with this Agreement from accessing, viewing or funding a particular student profile or program or project description, (iii) promote or enable illegal activities, (iv) defraud or deceive any person, (v) promote or solicit involvement in support of any political platform,

legislation or campaign activity for or against political candidates, (vi) access and use the Website by scripts, bots or other automated technology, (vii) contact, advertise to, solicit, "spam," or sell to any User or other person, group, or entity without their prior explicit consent, or (viii) post, upload, submit, transmit or otherwise share any content, including, but not limited to, written materials or images, that in WEF's opinion is obscene, harassing, contains profanity, or may be hateful or offensive on racial, ethnic, sexual or any other grounds; is harmful, vulgar or distasteful; contains graphic or gratuitous violence; is defamatory, libelous, or invades another person's privacy or proprietary rights; or contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful or disruptive codes, components or devices.

WEF reserves the right at all times but has no obligation to restrict, suspend or terminate the participation of any User from the Website and the Program at any time, with or without prior notice. In order to protect Users and other persons from advertising, solicitation or harassment, WEF reserves the right to remove or refuse to post or distribute any content from the Website that violates acceptable use in WEF's sole discretion and to restrict the number of emails or messages that a User may send to others through the Website in any 24-hour or other period to a number that WEF deems appropriate, in WEF's sole and absolute discretion.

3.2 Safety and Security

To protect your own safety, security, and well-being, you agree to take prudent safeguards and precautions in your participation in the Program, including without limitation in your interaction with other Users, whether offline or online. WEF strongly recommends that you do not post any personal contact information (for example, personal email addresses, personal phone numbers or home addresses) and use your discretion if anyone (a) requests to communicate outside of the Website, for example, by email, phone or in person, (b) requests money, goods or any similar type of assistance other than through a student profile or project or program description on the Website for which a contribution can be made via the Website in the normal manner, (c) asks for assistance with personal transactions, for example, depositing funds and shipping merchandise, or (d) requests your personal contact information or financial information. You agree that you will never share (i) your credit card number or bank information, (ii) Social Security Number or government-issued identification numbers, for example, driver's license number, or your mother's maiden name or other private information that can be used to access your financial information. As with any interaction, keep in mind that it is always possible for people to misrepresent themselves.

In consideration of your use of the Website or participation in the Program, you agree to (a) provide accurate, current and complete information about you in any registration forms on the Website ("*Registration Data*"), (b) maintain the security of your password and identification, (c) maintain and promptly update Registration Data, and any other information you provide to WEF, to keep it accurate, current and complete, and (d) be fully responsible for all use of your User Account and for any actions that take place using your User Account. You agree not to impersonate any person or entity. You will promptly report to WEF any violation of this Agreement by others of which you become aware. WEF reserves the right at all times but has no obligation to restrict, suspend or terminate the participation of any User from the Website and the Program at any time, with or without prior notice.

4. Proprietary Rights

4.1 Rights in Content on the Website

"World Education Fund", "World Edu Fund", "WEF", the "World Education Fund" logo, the "World Edu Fund" logo, the "WEF" logo and other graphics, logos, designs, page headers, button icons, scripts, names and branding of WEF are trademarks, service marks or trade dress of WEF (collectively, "*WEF Marks*"). WEF Marks may not be used, including, without limitation, as part of trademarks or domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of WEF. WEF or its licensors own and retain all proprietary rights in the Program, the Website and all content, material and information posted, uploaded, transmitted or otherwise shared by WEF thereon (collectively, "*Content*").

The Website and Program contain the copyrighted material, trademarks and other proprietary information of WEF and its licensors. You may display and make limited copies of the Content (other than the WEF Marks) for your personal, non-commercial use in connection with your participation in the Program (except as provided herein), but you may not alter, modify, publish, distribute, publicly display or sell any Content or other such proprietary information, or otherwise copy, transmit or use any Content or other such proprietary information without the express, prior written permission of WEF. In addition, to the extent you receive information from WEF and that information is later removed from the Website (including, without limitation, particular Student Profiles), you may not further disclose or otherwise provide such information to another party.

If you post, upload, submit, transmit or otherwise share any messages or other content, information, images, photographs, pictures or other materials on the Website or to WEF in connection with or arising from your participation in the Program, including without limitation any feedback provided to WEF (collectively, "*User-Generated Content*"), you agree to grant, and hereby grant to WEF an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to: (a) use, copy, perform, display and distribute the User-Generated Content; (b) modify, alter, prepare derivative works of, and/or incorporate into other works, the User-Generated Content; and (c) grant and authorize sublicenses of the foregoing. You represent and warrant that you have the right, power and authority to grant the foregoing license. In addition, you agree to release, discharge and agree to hold harmless WEF from any and all claims or liability, whether known or unknown, including any and all claims in connection with the publication, production, processing, distribution or exploitation of the User-Generated Content, including, without limitation, any claims of infringement or violation of any intellectual property, moral, publicity, privacy or proprietary rights.

You acknowledge, consent and agree that WEF may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and User-Generated Content in order to: (i) comply with any applicable law, regulation, legal process, or governmental request; (ii) respond to claims that any Content violates the rights of third parties, including without limitation intellectual property rights; (iii) enforce this Agreement and investigate potential violations thereof; (iv) detect, prevent, or otherwise address fraud, security, or technical issues; (v) respond to your requests for customer service; or (vi) protect the rights, property, or personal safety of WEF, its Users, or the public. Please see the Privacy Policy for more information regarding the use and disclosure of your information as part of the Program.

4.2 Notices of Infringement

To file a notice of infringing material on the Website, please provide a notification containing the following details:

- Reasonably sufficient details to enable WEF to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
- Your contact information so that WEF can contact you (for example, your address, telephone number, email address);
- A statement that you have a good faith belief that the use of the material identified by you is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- Your physical or electronic signature.

Then send this notice to:

By Mail:
World Education Fund
455 Coleridge Avenue
Palo Alto, CA 94301-3610

By Email:
copyright@worldedufund.org

If material that you have posted to the Website has been taken down, you may file a counter-notification that contains the following details:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address and telephone number;
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which WEF is located and that you will accept service of process from the person who submitted a notice in compliance with Section (c)(1)(C) of the Digital Millennium Copyright Act, as generally described above; and
- Your physical or electronic signature.
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Then send this notice to WEF's DMCA Agent based on the contact information provided above in this Section.

4.3 Third Party Content and Sites

The Website contains (or you may be sent through the Website) links to other web sites ("*Third Party Sites*"), as well as content, information, images, photographs, pictures and materials (including, without limitation, text, graphics, designs, music, sound, video, information and software) belonging to or originating from third parties ("*Third Party Content*"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by WEF, and WEF is not responsible for any Third Party Sites accessed through the Website or any Third Party Content posted, uploaded, transmitted or otherwise shared on the Website, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by WEF. If you decide to leave the Website and access a Third Party Site, you do so at your own risk and you should be aware that WEF's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

5. Disclaimers and Limitation of Liability

WEF is not responsible, and shall have no liability, for any incorrect or inaccurate content posted on the Website or any liability, cost or expense you may incur in connection with the Website or Program, whether caused by any User, student, school, teacher, school administrator, organization, or any other person, group, or entity or by any of the equipment or programming associated with or utilized in the Program. You also acknowledge and agree that no student, school, teacher, school administrator, organization, or any other person, group, or entity with which WEF is associated is liable for content created and posted on the Website. WEF is not responsible for the conduct, whether online or offline, of any User of the Website or any other person. With respect to the Website and Program, WEF assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications.

WEF is not responsible for your interactions with any User or student, school, teacher, school administrator, organization, or any other person, group, or entity with which WEF is associated (even to the extent prohibited by this Agreement) and any disputes or damages that may result from such interactions. WEF reserves the right, but has no obligation, to monitor disputes between you and such persons.

Under no circumstances will WEF be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from any use of the Website or participation in the Program, including without limitation any content posted, uploaded, submitted, transmitted or otherwise shared on the Website or any interactions between any Users of the Website or Program, whether online or offline. WEF does not represent, warrant, covenant, guarantee or promise any specific results from use of the Website or the Program.

THE WEBSITE AND PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR INFORMATION CONTAINED WITHIN IT (INCLUDING THIRD PARTY DATA PROVIDED TO WEF) OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE PROGRAM, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND PARTICIPATION IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO ALL OF THE RISKS ASSOCIATED WITH ANY ONLINE AND OFFLINE INTERACTIONS WITH ANY PERSON.

WEF will not be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from (a) any such inaccuracy, error, delay or omission, (b) non-performance or (c) interruption in any such third party data due either to any negligent act or omission by WEF or "force majeure" or any other cause beyond the control of WEF.

You understand that any and all decisions made by you with respect to the Website and Program are yours alone. WEF cannot and does not verify the accuracy of information. WEF shall not be responsible, or have any duty or obligation to, or liability for: (a) decisions or interactions resulting (directly or indirectly) from participation in the Program; or (b) any damages, costs, losses or expenses a User incurs as a result (directly or indirectly) of utilizing the Program, or information received in connection with the Program. You acknowledge and agree that WEF is not acting as your fiduciary, and WEF assumes no advisory or fiduciary responsibility with respect to you in connection with the Website or your participation in the Program. In addition, in no event will WEF be liable to you or any third person for any damages, costs, losses or expenses, including any lost capital, lost profits or special, incidental, consequential or punitive damages arising from your use of the Website or participation in the Program, even if WEF has been advised of the possibility of such damages, costs, losses or expenses.

6. Governing Law, Resolution of Disputes, Arbitration and Waivers

This Agreement is governed by the laws of the State of California, USA, without regard to its choice of law or conflict of law provisions. If any dispute arises between you and WEF, including, without limitation, any dispute arising from or relating to the Website or the Program, you agree that all such disputes will be determined exclusively by final and binding arbitration, in accordance with the then existing commercial rules of the American Arbitration Association in Santa Clara County if the amount claimed is greater than \$100, and otherwise over the telephone or in another city in which WEF is located. The arbitration shall be heard and adjudicated by one arbitrator to be selected by you and WEF. Any award will be final, binding and conclusive upon the parties, subject only to judicial review provided by California statute, and a judgment rendered on the arbitration award can be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either you or WEF may seek any injunctive relief in a state or federal court in Santa Clara County, California, as may be necessary to preserve rights pending the completion of arbitration and WEF may seek any injunctive relief in a state or federal court in Santa Clara County, California, or another court of competent jurisdiction, at any time against any violations of Section 3 (Acceptable Use) or Section 4 (Proprietary Rights) of this Agreement.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, BY AGREEING TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION, YOU AND WEF HEREBY WAIVE YOUR RIGHT TO A

JURY OR COURT TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED USE HEREIN, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS, EXCEPT AS SPECIFICALLY PROVIDED ABOVE.

You waive, to the maximum extent not prohibited by law, any right you may have to claim or recover, in any legal action or proceeding, any special, exemplary, punitive or consequential damages.

7. Indemnity

You agree to indemnify and hold WEF harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made or incurred by any third party due to or arising (directly or indirectly) out of your use of the Website or participation in the Program or arising from your breach of this Agreement.

8. Term and Termination

This Agreement will remain in full force and effect while you access or use the Website or participate in the Program as a User and, notwithstanding anything herein to the contrary, this Agreement will remain in effect after your participation in the Program and User Account is terminated. From time to time, WEF may make features available to Users as part of the Program. WEF reserves the right, in its sole discretion, to include or cease providing these features at any time. Whether or not you are and remain eligible to participate in the Program, use the Website, or take advantage of any WEF services, may be determined by WEF in its sole and absolute discretion.

You may terminate your participation in the Program and your User Account at any time and for any reason by sending a written notice of termination to WEF along with instructions for the disposition of your then-available WEF Credit, if any, and any additional credits that you may receive in the future, such notice to be effective within three (3) days of receipt by WEF. WEF may also terminate your participation in the Program and your User Account at any time and for any reason, effective upon transmission of notice to you at the email address you provide to WEF. Upon such a WEF-initiated termination, your available WEF Credit will be used to fund the Program and any WEF Credit you may receive in future will be used to fund the Program. If your participation in the Program and your User Account is terminated by WEF, you agree not to access or use the Website or participate in the Program. If you violate this Agreement or if your participation in the Program or your User Account is terminated, WEF has the right to remove your User Generated Content from the Website.

9. Entire Agreement, Severability, and Assignment

This Agreement, which you accepted upon your access and use of the Website or participation in the Program and further affirmed by becoming a User, contains the entire agreement between you and WEF regarding the use of the Website or the Program. This Agreement may not be orally amended. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

This Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and permitted assigns. WEF has the right to delegate, assign and otherwise transfer any or all of its rights and duties under this Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Please contact us at info@worldedufund.org with any questions regarding this Agreement, or to request a written copy of this Agreement.

World Education Fund Privacy Policy

(Last update is 1/17/2018*)

**Substantive changes from the prior version will generally be highlighted below for at least one month.*

The World Education Fund Privacy Policy (“*Privacy Policy*”) describes how World Education Fund (“*WEF*”) collects and uses the personal information you provide to WEF through our Website or by other means. It also describes the choices available to you regarding our use of your personal information and how you can access and update this information. By accessing or using the Website, you signify that you have read the Privacy Policy, and you expressly consent to it and to our collection, use, disclosure, storage and protection of your personal information as described in the Privacy Policy. The Privacy Policy is part of the World Education Fund Terms of Use Agreement (“*Agreement*”).

1. No sale of personal information

WEF will not rent or sell your personal information to third parties.

2. Information you provide through the account creation and update process

When you create an account on the Website, we collect Registration Data about you through the registration process – your name, email address, and a means to authenticate your account (for example, a password), and assign you a unique identification number (your “*Funder Identifier*”). You may also choose to provide additional information through the account creation and update process, such as a photo and other personal information such as gender, family, hobbies, etc. You can review and update the account information you provide to WEF through the Website by logging into your account on the Website. We collect any additional information you choose to provide us when you update your account on the Website.

3. Information displayed on your funder page

When you create a User Account on the Website, a public funder page will automatically be created for you. The public funder page shows to the public your first name and a public funder page URL. You may also choose to provide other information through the creation of a funder page (for example, gender, family, hobbies, etc.). You can review and update the funder page information you provide to WEF through the Website by logging into your account on the Website.

4. Information collected and displayed about your funding contributions to WEF’s Program

WEF collects information on your funding activities (“*Funding Transactions*”). If you have created a User Account on the Website and conducted Funding Transactions through your account, WEF makes information on these Funding Transactions available to you on your private funder page on the Website. Except as noted in Section 10 below, WEF will not disclose your personally identifiable Funding Transactions information to any third party without your consent. WEF may publicly display and disclose Funding Transactions information in an anonymous manner, for example, as part of the current activity on the Website and as part of a historical visualization of activity on the Website. If you have created a User Account on the Website and conducted Funding Transactions through your account, you can review information for these Funding Transactions by logging into your User Account on the Website.

5. Information collected, displayed and used for other Website and Program features

As you use additional features on the Website or otherwise participate in the Program, we may collect any additional information you choose to provide in order to facilitate the operation of these features on the Website or your participation in the Program. For example:

a. WEF Gift Certificates

If you create or redeem a WEF Gift Certificate, we collect information about the transaction, including the value of the Gift Certificate, its creation and redemption time and date, the textual note (if any) associated with it, and the Funder Identifiers of its creator and redeemer. Any User who has the Gift Certificate's serial number can look it up on the WEF Website, view the aforementioned information, and follow links to the creator's and redeemer's public profile page, where (as has been previously described) the User may see the first name, photo, and other information the creator or redeemer have chosen to make public.

b. Journal Posts and Comments

If you use interactive features on the Website to write a post on a student journal or a discussion board comment, WEF will record your Funder Identifier and your post or comment. WEF may publicly display this information. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our Website, please contact us. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

c. Integrated third party features

If you use features on the Website that are integrated with third party websites or services (for example, Twitter and Facebook) to share information about your activity on the Website (for example, information about recently completed Funding Transactions and whether you "like" WEF) through the third party website or service, WEF will share this information with the third party website or service and additional information, if any, that you choose to provide to WEF in order to use these features (for example, your username for the third party website or service). However, WEF reserves the right to withhold or withdraw information related to students to the extent necessary to protect the privacy of students. If you use interactive features to indicate that you "recommend" a particular feature or listing on WEF, that information will be collected and may be displayed on the Website and furthermore shared on any applicable third party websites and services to which you have authorized such information sharing.)

d. Donations

WEF collects information on any donations you make to WEF (whether through the Website or offline) to communicate with you (for example, to provide donation confirmations) via your email address, physical address or through other means of contact that you have chosen to provide to WEF.

e. Customer service

If you contact WEF customer service, we will collect the information you provide (for example, your name, email address, physical address, phone number and question/comment) in order to contact you and address your question or comment.

f. Surveys and Promotions

From time-to-time, WEF may provide you the opportunity to participate in promotions or surveys through the Website or through email. If you participate, we may request certain personally identifiable information from you. Participation in these surveys or promotions is completely voluntary and you therefore have a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and physical address), and demographic information (such as zip code and gender). We use this information to notify and award promotion winners, to monitor Website traffic, personalize the Website and Program and to send participants email newsletters. We may use third party service providers to conduct these surveys or promotions. We will not share the personally identifiable

information you provide through a contest or survey with other third parties unless we give you prior notice and choice.

6. Information from third parties

WEF collects your information from third parties to facilitate activities and transactions for the operation of the Website and Program, improve User experience on the Website and in the Program and to further WEF's mission. Examples of information we receive from other sources include information from service providers about your use of the Website. To understand the ways in which WEF may disclose your information to our affiliates, service providers, agents and representatives, please see Section 10, Disclosure to affiliates, service providers, agents and representatives, below of this Privacy Policy.

7. Information from cookies and web beacons

Cookies are small text files created by a website that store information on your computer, such as your preferences when visiting that website. Similar to many websites, if you have enabled cookies in your browser, WEF, independently and through enabled third party tools and programs, collects certain technical information using cookies, such as the path of users to the Website, pages visited, originating IP address, browser type, browser language and the date and time of the User's visit. This information helps WEF track trends and improve areas of the Website and Program, and are common analytics used by most websites. If you have disabled cookies, the Website may not work as it is intended because WEF uses cookies when you sign in to keep track of your personal session. Web beacons are tiny graphics with a unique identifier that are similar in function to cookies but, instead of being stored on your computer, are embedded invisibly on web pages and are about the size of the period at the end of this sentence. Web beacons are used to track the online movements of internet users. WEF may use them to better understand User interaction and engagement with the Website and Program (including without limitation, in electronic Communications), such as by learning whether certain users have accessed the Website via links from other websites. WEF can use this information to tailor its audience for advertisements promoting WEF. You may set your browser preferences to opt out of the collection and use of this tracking information for ad targeting purposes. One way to set your preferences for what sites can or can't share tracking information with WEF (or with other websites) is by using a service such as the one available at www.aboutads.info/choices. WEF may also use cookies for remarketing, by placing a cookie in your browser to signal that you've visited the Website. This gives us the option to show you ads for WEF when you visit other websites that host advertisements. WEF supports the Do Not Track preference available on most internet browsers. When you have enabled the Do Not Track setting on your browser, WEF's remarketing functionality will be disabled. The use of cookies by third parties on the Website is for the purpose of making the Website easier to use and to enable certain features of the Website and is not covered by this Privacy Policy. We do not have control over these cookies.

8. Electronic communications

From time to time you will receive disclosures, notices, documents or other information based on account information, status or activity in your User Account (collectively, "*Communications*") from WEF, for example, confirmation receipts for donations you have made, statements of the WEF Credit in your User Account, confirmation of email address or password changes, or customer service inquiries regarding the status of or activity in your account. By creating a User Account, you agree that all Communications from WEF relating to your use of the Website and participation in the Program may be provided or made available to you electronically by e-mail or at the Website. You may withdraw your consent to receive Communications electronically by contacting WEF as provided in Section 22. The withdrawal of your consent will not affect the legal validity and enforceability of any electronic Communications provided by or on behalf of WEF prior to the time you withdraw your consent. It is your responsibility to keep WEF informed of any changes in your email address so that you continue to receive all Communications without interruption. By creating a User Account on the Website, you acknowledge that you can access the electronic Communications, and you consent to having all Communications provided or made available to you in electronic form and to participate in the Program electronically. We may also provide you with

Communications through physical mail if you have provided an address. You may request a paper copy of any electronic notice from WEF by sending an email to support@worldedufund.org, including your name and the address to which you would like the paper copy sent.

9. Optional emails

By default, you will receive emails from WEF, but you can choose not to receive them by opting out on the Website, except for certain email communications, such as receipts for donations. WEF will not in any case disclose your email address to the schools, local and international organizations, teachers, school administrators, or other individuals with which WEF works in partnership.

10. Disclosure to affiliates, service providers, agents and representatives

We will disclose your personal information to third parties only in the ways that are described in this privacy statement. WEF's affiliates and service providers, agents and representatives of WEF and its affiliates may be provided access to your personally identifiable information as part of, or incident to, their provision of services to WEF, for example, distributing WEF emails. All such access shall be under appropriate confidentiality agreements and limited to use to provide services to WEF to help WEF further its mission.

11. Disclosure of non-personally identifiable data

WEF reserves the right to disclose information that does not directly identify you, for example, aggregated or anonymized data, for educational, informational or promotional purposes in furtherance of WEF's mission.

12. Legal disclosures

Notwithstanding anything to the contrary in the Agreement, which includes this Privacy Policy, you acknowledge, consent and agree that WEF may disclose information in order to: (a) comply with applicable law, regulation, legal process, or governmental request; (b) protect the rights, property and safety of WEF, Users and others, including intellectual property rights; and (c) enforce or apply our agreements and policies.

13. Use of your information

In addition to the uses (including display and disclosure) of your information that we have described in the Privacy Policy, WEF uses your information that WEF has collected as described above in the Privacy Policy in order to facilitate activities and transactions for the operation of the Website and Program, improve User experiences on the Website and in the Program and further WEF's mission.

14. Access to your information

If your personally identifiable information changes, you may correct, update, amend, delete/remove your information by making the change to your User Account on the Website or by requesting the change by contacting WEF by email at support@worldedufund.org or by mail at the address in the How to Contact WEF section below. We will respond to your change request within 30 days. You may terminate your participation in the Program and your User Account on the Website at any time and for any reason, in the manner provided in the Agreement (see Section 8, Term and Termination, of the World Education Fund Terms of Use Agreement).

15. Links to other websites

If you follow any links that remove you from the Website, this Privacy Policy no longer applies. The privacy policies and practices of other websites and other parties are governed by their respective terms of use and privacy policies. Please note that electronic payment processing of contributions made via the Website to WEF's Program is provided by a third-party payment processing provider.

16. Public Forums

Our Website offers publicly accessible community forums, including students' school journals and postings by Users and others. You should be aware that any information that you choose to provide in these areas can be read, collected, and used by others who access the Website. To request removal of your publicly accessible, personal information, contact us at support@worldedufund.org. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

17. Children under 13

The Website is intended to be used by adults. It is not intended for children, and WEF does not seek to collect any personal information for persons who are under the age of 13. WEF recommends that parents do not post, or permit others to post, any personally identifiable information with respect to persons under the age of 13. If you believe that we have any information from a child under age 13, please contact us at support@worldedufund.org.

18. Security

WEF takes reasonable steps to maintain appropriate physical, technical, and administrative security to help prevent loss, misuse and unauthorized access, disclosure and modification of personal information. While we take these reasonable efforts to safeguard your personal information, WEF does not guarantee the security of personal information because no system or transmission of data over the Internet or any other public network can be guaranteed to be 100% secure.

19. Location of data

WEF is headquartered in the USA. Your personal information may be accessed by WEF and our affiliates, partners, service providers, agents and representatives in the USA or elsewhere in the world. By providing us with personal information, you consent to this transfer. WEF will protect the privacy and security of personal information according to this Privacy Policy regardless of where the personal information is processed or stored.

20. Retention period

WEF reserves the right to retain your personal information for a period of seven years or more to satisfy legal requirements such as recordkeeping and tax and other reporting requirements, as well as for purposes of fraud prevention, audit and data integrity. In addition, WEF reserves the right to retain, as well as to use and disclose as permitted pursuant to this Privacy Policy, your personal information for such period of time as reasonably needed by WEF to facilitate activities and transactions for the operation of the Website and Program, improve User experiences on the Website and in the Program and further WEF's mission. WEF reserves the right to retain information that does not directly identify you, for example, aggregated or anonymized data.

21. Modifications; Interpretation

WEF may update or modify the Privacy Policy from time to time. Updates and modifications shall automatically become part of the Privacy Policy and shall be effective when posted by WEF on the Website, their effective date shown as the "last updated" date at the beginning of the Privacy Policy. Updates and modifications will be highlighted in the Privacy Policy for the next month. If we make major and material changes to the Privacy Policy, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Website prior to the changes becoming effective. Please be sure to check this page periodically for changes. Capitalized terms used but not defined in this Privacy Policy have the meanings set forth in the Terms of Use.

22. How to contact WEF

We take privacy seriously. For additional information, or if you have any questions regarding this Privacy Policy or the privacy practices at WEF, please email your questions or comments directly to support@worldedufund.org. You can also send questions or comments by mail to:

World Education Fund, Privacy Policy
455 Coleridge Avenue
Palo Alto, CA 94301