

# SMILE FUND TERMS OF USE

Version Revised: July 22, 2016

Operation Smile (referred to throughout as "us," "we," "our," etc.) is the owner and operator of the Smile Fund website, an online peer-to-peer fundraising platform made available for supporters for the purpose of raising funds to support our mission. These Terms of Use apply to the [www.operationssmile.org/smilefund](http://www.operationssmile.org/smilefund) website, any subdomains thereof, any integrations or widgets we offer, and any other website or webpages we own or operate (together collectively referred to as the "Website"). Any party that uses or registers with the Website (such party referred to throughout in the second person "you," "your," etc.) agrees to abide by these Terms of Use (the "Terms").

Your use of the Website, or any of the services or features accessible therein, constitutes your acceptance of the Terms. If you do not wish to use the Website in accordance with the Terms, then you should immediately discontinue using the Website.

1. **Standards of Conduct.** You agree to abide by our [Standards of Conduct](#). By using this website, you are also agreeing to the [Site Terms of Use](#).
2. **Updates.** We may update or change the Terms from time to time. Updates and changes will only apply prospectively. We will let you know the Terms have been updated or changed by publishing the date of the last update at the top of this page. You agree this method of notice is sufficient and you will check these Terms for updates or changes.
3. **Intellectual Property.** The Website, its public-facing components (images, designs, text, arrangements of the foregoing, etc.), its various features and services, and all underlying software and code belong to us. You understand and agree your use of the Website in no way gives you a right, title, or interest in the Website or our intellectual property.
4. **Prohibited Activities.** You agree to use the Website and the features and services provided through the Website only as they are obviously intended to be used. All other uses are strictly prohibited.
5. **Your Content.** By posting, uploading, or transmitting content or information to, or through, the Website you grant us permission to copy, store, transmit, publish, publicly display, and otherwise use this content or information to operate the Website as we reasonably see fit. You warrant you have the authority to grant such permission.

6. **User Warranties.** By registering with the Website you represent that:
  - a. You have the authority to agree to these terms.
  - b. Your decision to use the Website will not violate any applicable law, regulation, or ordinance.
  - c. Your decision to use the Website will not infringe the rights of any third parties.
  - d. You will supply truthful and accurate information to us and you will not misrepresent yourself to the public through your use of the Website.
  - e. You will never use the Website, or any services we provide to you, in a manner that violates the law or the legal rights of a third party.
  - f. You are at least 13 years of age if you are using the Website or have the consent of a parent or legal guardian if you are under 13 years of age.
  - g. You fully understand and will adhere to Operation Smile's [Fundraising Guidelines](#).
  
7. **Availability of Service.** As the provider of the Website, we reserve the right to discontinue: i. the Website, in whole or in part; ii. any features or services provided by or through the Website, or; iii. your account with the Website, for any or no reason, without notice to you.
8. **Waiver of Warranties.** We make no warranties concerning continuity of service, the security of the Website, or that the Website will be error-free. We offer the Website and the features and services contained therein "as-is."
9. **Release.** You hereby release us from any and all liability, costs, expenses, losses, damages and claims which may arise from you hosting, participating in, attending, or authorizing an event or project posted on the Website.
10. **Indemnification.** You agree to hold us harmless for all costs, expenses, damages, and liability from third party claims, which may arise from, or relate to, your use of the Website or your breach of these Terms.
11. **No Joint Venture.** These Terms do not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship between you and us.

## STANDARDS OF CONDUCT

(Last Updated: July 22, 2016)

1. You will not engage in any behavior intended to interfere with the normal operations of the Website.

2. You will not use the Website to sell goods or services in a commercial manner that is clearly in conflict with the purpose of the Website or our mission.
3. You will not use software or other automated process to track, monitor, or gather information on any parties visiting or using the Website.
4. You will not use the Website as a platform for harassing or engaging in abusive behavior towards us or any other person.
5. You will never use the Website to engage in any activity that violates the law.
6. You will not upload or post content or information to (or through) the Website, unless you have the legal authority to do so.
7. You will not upload, or use the Website to distribute, viruses or other malicious forms of computer code.
8. You understand and agree we have the absolute right to delete any content you might post or upload to the Website.
9. You accept responsibility for any content you post to, or transmit through, the Website, and for any information or material you share with third parties.
10. You will not post to, or transmit through, the Website any inappropriate, gratuitous, or offensive content or information.
11. You will take care to ensure any content or information you post or share through the Website is in keeping with the respectful and tolerant online community which we strive to maintain.