

# **FunFunding Terms of Service**

**Effective date:** 1 September 2020

*Please read this document carefully because it contains important information about your use of FunFunding. If you do not agree with one or more provisions of these Terms, please do not use FunFunding.*

## **1. GENERAL INFORMATION**

- 1.1.** These FunFunding Terms of Service (the “**Terms**”) govern the access and use of the the website <https://www.funfunding.org>, the related software applications and services (collectively, “**FunFunding**”) by an individual user (the “**User**”, “**you**” or “**your**”). The Terms constitute a legally binding agreement between the User and the operator of FunFunding FUN FUNDING LTD, a registered company in Israel, and the company registration number 515735363 (“**we**”, “**us**”, or “**our**”).
- 1.2. Third parties.** These Terms apply to your access and use of FunFunding only. Unless otherwise provided by the applicable law, we are not responsible or liable in any manner for the acts and omissions of third parties, the quality of services provided by third parties, the content uploaded and published by the Users or third parties on FunFunding, and security and privacy practices deployed by the operators of third-party websites, applications, and services referred to from FunFunding.
- 1.3. License to use FunFunding.** We grant you a personal, revocable, non-exclusive, non-transferable, and limited license to use FunFunding pursuant to these Terms.
- 1.4. Children.** FunFunding should not be accessed and used by persons under the age of 13 (Users located outside the European Union) or the age of 16 (Users located in the European Union).
- 1.5. Disclaimer.** Although we regularly monitor the information available on FunFunding, we do not guarantee the truthfulness, reliability, currency, relevance, and completeness of all information available on FunFunding. Further, we are not responsible for the correctness, legality, and suitability of any information and content provided by the Users in relation to FunFunding.
- 1.6. Support.** Any requests for customer or technical support should be addressed to us by email at [community@funfunding.org](mailto:community@funfunding.org). We will respond to support enquiries as soon as possible and without undue delay.
- 1.7. Privacy.** We are committed to protecting your right to privacy and complying with applicable data protection laws. Therefore, before using FunFunding, you are strongly encouraged to review our privacy policy available at <https://www.funfunding.org/privacy-policy> (the “**Privacy Policy**”).

## **1. ABOUT FUNFUNDING**

**2. Who are we?** FunFunding is an online platform that offers casual games and participation in game tournaments (the “**Tournaments**”). Please see section (5) **RULES OF THE TOURNAMENTS AND DONATIONS** for more info.

**2.1. Who are we not?** FunFunding is not an online gambling service. Further, FunFunding is not a charitable institution. FunFunding is an administrative entertainment platform that merely facilitates the Tournaments and makes donations to the NGO. FunFunding is not a broker, agent, financial institution, creditor, or a non-profit corporation.

**2.2. Fees.** FunFunding is provided free of charge.

## **3. USING FUNFUNDING AND REGISTERING AN ACCOUNT**

**3.1. Using FunFunding.** FunFunding can be used freely without registering a user account. To participate in the Tournaments, you merely need to contact us, inform us about the Team that you would like to form, and designate the NGO to which you would like to make a donation in case your Team becomes a winning Team. If we provide such a possibility, you may register a user account (the “**Account**”). If you decide to register the Account, your registration of the Account shall be subject to the terms and conditions outlined in this section 4.

**3.2. Registration of the Account.** The Account can be registered by submitting the requested information, accepting these Terms, and reviewing the Privacy Policy. If you do not agree with one or more provisions of the said documents, you are not allowed to register the Account; by registering the Account, you acknowledge and agree that you have read the said documents. We may monitor and review new Accounts and we reserve the right to refuse the registration of any Account at our sole discretion. By completing the registration of the Account, you acknowledge, agree and warrant that:

- You will comply with these Terms and all applicable laws;
- You will provide only true, accurate, complete, and up-to-date information;
- You are a human and not a machine (Accounts that are registered by machines, bots, and other automated methods are not permitted);
- You will register no more than one Account; and
- You will be solely responsible for all information and activities that occur under your Account.

**3.3. Security of Account.** If you register the Account, you are also solely responsible for (i) maintaining the security of your login details, (ii) all activities that occur under your Account, and (iii) any other actions taken in connection with your Account. You must immediately notify us of any unauthorised use of your Account or any other breaches of security. You are responsible for using secure Internet connection and protected

networks when accessing FunFunding. We cannot and will not be liable for any loss or damage resulting from your failure to take precautions, as necessary to protect yourself and your devices on which you use FunFunding from viruses, malware, worms, Trojan horses, and other harmful or destructive content.

3.4. **Deletion of the Account.** At any time, you may delete the Account through the “Settings” functionality of the Account or by contacting us directly. Upon deletion of the Account, these Terms shall terminate.

3.5. **Suspension and termination of the Account.** We may suspend, disable, or delete your Account (or any part thereof) if we have a reason to believe, at our sole discretion, that you have violated any provision of these Terms or that your conduct tends to damage our reputation and goodwill. If we delete your Account for the foregoing reasons, you may not re-register. We may also suspend or terminate the Account upon a lawful request of a public authority.

3.6. **Health warning.** When you play video games online, including games on FunFunding, you should take health and safety precautions, such as (i) taking regular 10-15 minutes breaks, (ii) sitting at the recommended distance from the screen, and (iii) staying in a well-lit environment. When you use FunFunding and participate in the Tournaments, you may encounter games that contain flashing lights or patterns. For some people, such effects may cause dizziness, light-headness, altered vision, shaking of arms or legs, disorientation, loss of consciousness, or other signs of a seizure. Even if you have not had photosensitive epileptic seizures before, that may happen. If you experience any of the said symptoms, you have to immediately stop using FunFunding and contact a medical care provider.

#### 4. USER-GENERATED CONTENT

4.1. When using FunFunding, you may submit comments, digital files, and other types of content (collectively, the “**User-Generated Content**”) in groups related to FunFunding and the Tournaments (the “**Groups**”). The Groups may be hosted on third-party platforms. The User-Generated Content may become available to other Users of FunFunding and members of the Groups. You are not allowed to make publicly available personal data of persons who have not provided you with their prior authorisation or consent to share that personal data. You agree not to submit any User-Generated Content that violates these Terms or any applicable laws.

4.2. We do not own any User-Generated Content. You are responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or the right to use all User-Generated Content submitted by you.

4.3. By submitting the User-Generated Content, you grant us unrestricted, sub-licensable, royalty-free, perpetual, and irrevocable rights to use, distribute, advertise, adapt, remix, modify, publicly display, publicly perform, excerpt, prepare derivative works of, and

reproduce the User-Generated Content for the purposes of rendering our services through FunFunding.

4.4. We reserve the right to review the User-Generated Content and its subsequent editions and revisions in order to enforce the Terms.

4.5. We do not control or have any knowledge of the content of any communication(s) transmitted directly between the Users through the Groups or any messages exchanged between the Users. Such content is the responsibility of the Users from whom such content originates. You are not allowed to submit any User-Generated Content that violates any provision of these Terms, especially section 9 of the Terms, or the terms and conditions of the third-party platforms on which the Groups are hosted.

4.6. We do not represent or imply that we endorse any User-Generated Content and any other material posted by you or that we believe that such materials are accurate, useful or non-harmful.

## **5. RULES OF THE TOURNAMENTS AND DONATIONS**

By participating in the Tournaments, you agree to comply with the rules outlined in this section 5 and other parts of the Terms. We reserve the right, at our sole discretion, to suspend or terminate your use of FunFunding or take other appropriate measures if we become aware that you have violated one or more provisions of the Terms.

By using FunFunding and playing the Games, you acknowledge and agree that:

- You are at least at the age of 13 or 16 (as specified in section 1.4);
- You will comply with these Terms and all applicable laws;
- You will comply with individual rules of each Tournament; and
- You will inform us as soon as you notice any conduct that may be in violation of these Terms.

### **5.1. The Teams.**

- Any person who would like to be a team leader needs to apply and get approved.
- FunFunding will ask for basic team info that will be presented on the platform and contact info so we can stay in touch
- Team leader will specify in advance the NGO that his team will play for.

**5.2. The Tournaments.** The Tournaments are subject to the rules applicable to each individual Tournament and made available by us at the time the Tournament is held. The said rules constitute an integral part of these Terms.

**The Prizes.** see prizes in **RULES OF THE TOURNAMENT - MISSIONBOX**

**The Scores.** See scoring in **RULES OF THE TOURNAMENT - MISSIONBOX**

## **6. NOTIFICATIONS AND MARKETING**

If you have your email address, you may receive from us important technical notifications about your use of FunFunding (the “**Notifications**”), including service-related, technical or administrative emails, information about your Account, privacy and security, and other important matters. Please note that we will send the Notices on an “if-needed” basis and they do not fall within the scope of direct marketing communication that requires your prior consent. Please note that, even if you disable marketing communication, you cannot opt-out from the Notifications.

**Marketing communication.** We do not regularly send newsletters or other marketing communication. However, if we decide to do so, you will receive our marketing communication only if:

- We obtain your express (“opt-in”) consent to receive marketing messages (please note that your voluntary subscription to our newsletters and updates substitutes such consent); or
- We decide to send you marketing messages about our new services that are closely related to the services already used by you.

**Opting-out.** You can opt-out from receiving marketing messages at any time free of charge by clicking on the “unsubscribe” link contained in any of the messages sent to you or contacting us directly.

## **7. THIRD-PARTY LINKS**

FunFunding may contain links to websites and services that are owned, operated and controlled by third parties. Please be aware that we are not responsible for any business or security practices employed by such third parties. We encourage you to be aware when you leave FunFunding and ask you to assess carefully each and every website or service that you access.

## **8. PROHIBITED USE**

8.1. When using FunFunding, you are required to follow our guidelines outlined in this section 8. Please be advised that we work closely with law enforcement and we report any inappropriate content that may infringe applicable laws.

8.2. You are not permitted to use FunFunding in any manner that substitutes or contributes to the following activities (the list is representative and not exhaustive):

- Any unlawful activity, including violation of any laws, statutes, ordinances, or regulations;
- Fraud;

- Provision of false, inaccurate, or misleading information;
- Posting of the User-Generated Content that depicts or incites others to commit acts of violence or may result in injuries, physical harm, and emotional distress;
- Posting of the User-Generated Content that infringes the terms and conditions of third-party platforms hosting the Groups;
- Gambling, including contests, lotteries, games of chance, bidding fee auctions, sports forecasting or odds making, Internet gaming, fantasy sports leagues with cash prizes, and sweepstakes;
- Spreading of malware (e.g., viruses, worms, Trojan horses), spam, and other illegal messaging;
- Spreading ethnically, racially, or otherwise objectionable information;
- Sexually explicit, nude, libellous, harassing, violent, defamatory, abusive, profane, vulgar, threatening, hateful, obscene behaviour and terrorism-related content;
- Advertising or encouraging the use of tobacco, alcohol, and any illegal substances;
- Copying, distributing, renting, reselling, modifying, compromising, damaging, disabling, impairing, and overburdening FunFunding;
- Abusing other users of FunFunding;
- Using bots, scripts, and other automated methods; and
- Collecting and disclosing any information about the Users of FunFunding.

**8.3. Reporting inappropriate content.** If you think that some of the content available on FunFunding or in the Groups is inappropriate, infringes these Terms, applicable laws, or your right to privacy, please contact us immediately by email at [community@funfunding.org](mailto:community@funfunding.org). If any content or user is reported as inappropriate, we will immediately take reasonable steps to investigate such conduct.

## **9. INTELLECTUAL PROPERTY**

9.1. Most of the content made available on FunFunding is owned by us, our partners, agents, licensors, vendors, and/or other content providers (“**Our Content**”). Our Content includes, but is not limited to, text, images, audiovisual content, games, source code, trademarks, service marks and trade names. Our Content is protected by the applicable intellectual property laws and international treaties. Please note that your infringement of our intellectual property rights may be subject to severe monetary and criminal penalties.

9.2. The User is not allowed, without obtaining prior written authorisation from us, to:

- Distribute Our Content; (excluding sharing our official website and the games

platform as it is and part of the tournament)

- Copy Our Content;
- Disassemble, make alterations, decompile, reverse engineer, translate, and adapt Our Content; and
- Rent, loan, use, lease or attempt to grant other rights to Our Content to third parties.

9.3. **FunFunding brand.** The User may not use the FunFunding brand, the trademarks associated with FunFunding or third-party trademarks with a prior consent of a trademark owner. The User may not use such brands and trademarks in any way that suggests that we sponsor, endorse, or associate with the User without obtaining prior written consent from us.

9.4. **Third-party intellectual property.** Some of the trademarks and other intellectual property featured on FunFunding may be owned by third parties. Such third-party intellectual property does not belong to us and it remains the sole property of the respective third-party proprietors. You agree not to violate such third-party property. We will not access or use such intellectual property for the purposes other than ensuring the provision of our services through FunFunding.

These Terms do not transfer to you any intellectual property owned by us or third parties, and all rights, titles, and interests in and to such property will remain solely with us or respective third-party proprietors.

9.5. **Copyright infringement claims.** If you have any grounds to believe that any content made available through FunFunding violates your or third party's intellectual property rights, please contact us and express your concerns or request to remove the allegedly infringing content. We will reply to the copyright infringement claim as soon as possible but no later than 2 weeks. Before sending your claim to us, please make sure that you sign it and include information that would allow us to locate the allegedly infringing content.

## **10. DISCLAIMER OF WARRANTIES**

10.1. You agree that your use of FunFunding is solely at your own risk. You agree that FunFunding is provided on an "as is" and "as available" basis and we hereby expressly disclaim all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

10.2. We make no warranty that FunFunding will meet your requirements or that FunFunding will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of FunFunding or as to the

accuracy or reliability of any information obtained through FunFunding or that defects in FunFunding will be corrected.

## **11. LIMITATION OF LIABILITY**

- 11.1. To the fullest extent permitted by applicable law, in no event will we, our affiliates, founders, officers, directors, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages, including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity, however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if we have been advised as to the possibility of such damages or could have foreseen such damages.
- 11.2. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitation and exclusion of this section 12 may not apply to you.
- 11.3. By using FunFunding, you acknowledge that we may use third-party suppliers to provide software, hardware, storage, networking, and other technological services. The acts and omissions of such third-party suppliers may be outside of our control. To the maximum extent permitted by law, we exclude any liability for any loss or damage resulting from the acts and omissions of such third-party suppliers.

## **12. AVAILABILITY**

- 12.1. We put reasonable efforts to ensure that FunFunding is always accessible. However, the availability of FunFunding may be affected by factors, which we cannot reasonably control, such as technical problems beyond our control, bandwidth problems, equipment failure, or force majeure events, including, but not limited to: acts of God; strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes and interruptions; shortage of supply; and breakdowns. We take no responsibility for the unavailability of FunFunding caused by such factors. If you encounter problems while using FunFunding, please contact us immediately.
- 12.2. Please note that the provision of FunFunding may not be consistent across all platforms and that the performance of FunFunding may vary, depending on your computing device and other equipment.
- 12.3. We reserve the right, in our sole discretion, to change, modify, suspend, or discontinue any aspect of FunFunding and any services provided through it at any time, including FunFunding's technical features, content, databases, availability, and



specifications of the required equipment. We may also impose limits on certain features of FunFunding or restrict your access to parts or all of FunFunding without notice or liability.

### **13. INDEMNIFICATION**

13.1. You agree to indemnify and hold us and our affiliates, founders, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to the User-Generated Content, your use of FunFunding or any wilful misconduct on your part.

### **14. SEVERABILITY**

14.1. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such a provision shall nonetheless be enforceable to the fullest extent permitted by the applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. The validity and enforceability of the remaining provisions shall not be affected as a result.

### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

15.1. The formation, interpretation, and performance of these Terms and any disputes arising out of the Terms shall be governed by the substantive and procedural laws of Israel, without regard to its rules on conflicts or choice of law.

15.2. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Israel.

15.3. Nothing herein prevents the User or us from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

### **16. ASSIGNMENT**

16.1. You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations under these Terms, in whole or in part, without our prior written consent, which shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void.

- 16.2. We reserve the right to assign any of our rights or obligations hereunder, in whole or in part, to any third-party as part of the sale of all or substantially all of our assets or stock or as part of a merger.

## **17. TERM AND TERMINATION**

- 17.1. **Term.** These Terms enter into force on the date indicated at the top of the Terms and remain in force until terminated by us or the User stops using FunFunding. We reserve the right, at our sole discretion, to terminate the Terms and provision of FunFunding at any time by informing the User. User's rights under these Terms will be automatically terminated if the User does not comply with any provision of these Terms. Upon termination of the Terms, all legal rights granted to the User pursuant to the Terms will terminate and the User shall stop using FunFunding.
- 17.2. **Breach of the Terms.** If we believe, at our sole discretion, that the User violates these Terms and it is appropriate, necessary or desirable to do so, we may:
- 17.3. Send the User a formal warning;
- 17.4. Temporarily or permanently prohibit User's access to FunFunding;
- 17.5. Report the User to law enforcement authorities; or
- 17.6. Commence a legal action against the User.
- 17.7. **Merger or acquisition.** In the event we, during the term of these Terms, are acquired, merged, or we sell all or substantially all of our assets, these Terms shall not automatically be terminated and we agree to use our best efforts to ensure that the transferee or surviving company shall assume and be bound by the provisions of these Terms.

## **18. CHANGES AND AMENDMENTS**

- 18.1. We reserve the right to modify these Terms, FunFunding policies, any services provided through FunFunding, and our business practices (including marketing policies) at any time, effective upon posting of an updated version of these Terms through FunFunding and sending you a notification, if relevant.
- 18.2. Your continued use of FunFunding after any such changes shall substitute your consent to such changes. If you do not agree with one or more provisions of the updated Terms, you are requested to stop using FunFunding.

## **19. CONTACT US**

If you have any questions, suggestions, or concerns about these Terms or your use of FunFunding, please feel free to contact us.

**Email:** [community@funfunding.org](mailto:community@funfunding.org)

**Contact form:** <https://www.funfunding.org>

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