

Terms of Service

Version 2 – Effective Date: May 13, 2026

PLEASE REVIEW THESE TERMS OF SERVICE CAREFULLY AS THEY CONSTITUTE A LEGALLY BINDING AGREEMENT GOVERNING YOUR ACCESS TO AND/OR USE OF THE SERVICES, INCLUDING CAMPAIGNS. THESE TERMS OF SERVICE CONTAIN A MANDATORY ARBITRATION AND CLASS ACTION WAIVER. BY USING THE SERVICE, YOU AGREE TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS.

1. Acceptance of Terms

Welcome to DailyDeed (<https://www.dailydeed.us/>) ("DailyDeed"). These Terms of Service ("Terms") constitute a legally binding agreement between you and the applicable Sponsor Charity, governing your access to and use of DailyDeed, including, all related features, services, content, and functionality related thereto (collectively, the "Services").

By creating an account, making a donation, entering a Campaign, or otherwise accessing or using the Services, or by clicking accept to agree to the Terms when this option is made available to you, you represent that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and all other rules and/or policies in place regarding your use of the Service, all of which are incorporated herein by reference. If you do not agree to these Terms and/or any other terms, rules, or policies relating to your use of the Services, you must not register an account or otherwise access, use, or participate in any Campaigns and must immediately discontinue use of the Services.

2. Sponsor Charity and Platform Provider

DailyDeed is a charitable fundraising platform that enables users to make donations to and/or otherwise participate in Campaigns sponsored by verified 501(c)(3) nonprofit organizations (each, a "Sponsor Charity"). Donors may receive entries into promotional prize draws associated with Campaigns hosted by the Sponsor Charity. Donors may also participate in Campaigns in accordance with DailyDeed's free alternative method of entry ("AMOE") that does not require any purchase or donation. For more information regarding participation in any Campaign, please visit <https://www.dailydeed.us/legal/rules>.

In fulfilling its obligations relating to the hosting of a Campaign, the Sponsor Charity may act through one or more nominated agents, provided you acknowledge that the Sponsor Charity accept and shall retain full responsibility for the actions taken by said agent(s) in fulfilling the obligations relating to the operation of any Campaign. Except as otherwise made known, PMTS, LLC shall act as the Sponsor Charity's nominated service provider for the purpose of conducting Campaigns offered on DailyDeed.

3. Eligibility

To enter a Campaign and/or otherwise use the Services, you must:

- Be at least eighteen (18) years of age;
- Be a legal resident of the United States of America;
- Reside in a state or jurisdiction where participation is not prohibited by law; and
- Not be a person barred from using the Services under the laws of the United States or any other applicable jurisdiction.

Employees, officers, and directors of the Sponsor Charity, its service providers (including, PMTS, LLC), and their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, prize suppliers, and their immediate family members and household members (i.e., spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners, siblings (half and full) and the steps of each of the foregoing) (“Immediate Family Members”) of each of the above are not permitted to participate in any Campaign hosted and/or sponsored by the Sponsor Charity.

If, as determined in DailyDeed’s sole discretion, an account is deemed to be ineligible based on violating any requirement set forth herein or otherwise provided in these Terms, any prizes won from a Campaign by use of that account will be forfeited. If DailyDeed determines that you do not meet the eligibility requirements and/or are otherwise in violation of any provision set forth in these Terms, you will be deemed ineligible to use the Services and your account will be terminated.

4. Account Registration and Security

To access certain features of the Services, you must create an account. When registering, you agree to:

- Provide accurate, current, and complete information;
- Maintain and promptly update your account information;
- Maintain the security and confidentiality of your login credentials;
- Accept responsibility for all activities that occur under your account; and
- Notify us immediately of any unauthorized use of your account.

DailyDeed reserves the right to suspend or terminate your account if any information provided is inaccurate, not current, or incomplete, or if we suspect unauthorized or fraudulent activity.

You may only register one account. Creating multiple accounts or sharing accounts with other individuals shall be deemed a violation of these Terms and may result in termination of all associated accounts and any prizes won from a Campaign by use of that account will be forfeited.

You are responsible for maintaining the security of your account and for all activities that occur under your account, regardless of whether these actions were taken by you or an unauthorized third party that has gained access to your account. You agree to immediately notify DailyDeed and/or the Sponsor Charity of any unauthorized use of your account. DailyDeed is not liable for any loss or damage arising from any unauthorized use of your account.

5. How Prize Draws Work

DailyDeed operates promotional prize draws in connection with charitable fundraising campaigns (each, a "Campaign") provided by the Sponsor Charity. Each Campaign is associated with a specific Sponsor Charity and features a specific prize.

Donation Entry: When you make a qualifying donation to a Sponsor Charity through DailyDeed, you may receive entries into the associated prize draw relating to the Campaign. The number of entries is determined by the donation amount and the specific Campaign Rules as provided by the Sponsor Charity. Donations are non-refundable charitable contributions to the designated Sponsor Charity.

Free Entry (AMOE): You may also obtain entries without making any purchase or donation by using the free alternative method of entry offered by DailyDeed. Free entries carry the same odds of winning as paid entries. For more information, please visit <https://www.dailydeed.us/legal/rules>. You acknowledge that the availability and/or method of free entry may be modified by the Sponsor Charity as it relates to a certain Campaign. Any such modifications shall be set forth in the specific Campaign Rules as provided by the Sponsor Charity.

Campaign Rules: Each Campaign may have specific terms regarding eligibility, entry, prize details, and/or winner selection ("Campaign Rules"). In the event made available by the Sponsor Charity, Campaign Rules will be made available on DailyDeed. In the event of a conflict between Campaign Rules and these Terms, the Campaign Rules shall control with respect to that specific Campaign. You acknowledge that DailyDeed is not responsible or liable for Sponsor Charity's decision to discontinue any Campaign prior to any related prize drawing.

Prize Fulfillment: Prizes are awarded as described in the applicable Campaign Rules. You acknowledge that the Sponsor Charity is solely responsible for ensuring that prizes awarded from a Campaign are shipped and/or otherwise distributed to the winning participant. DailyDeed and/or the Sponsor Charity reserves the right to:

- Verify the eligibility and identity of any winner before awarding a prize.
- Substitute a prize of equal or greater value if the advertised prize becomes unavailable.
- Withhold, cancel, or reclaim a prize following determination that the winner violated these Terms or any Campaign Rules.

Participants who wish to redeem their prize(s) directly from DailyDeed may do so in accordance with applicable Campaign Rules and/or these Terms. Redemptions will be processed in

accordance with the terms provided by DailyDeed's third-party payment processors, shipping providers, and/or fulfillment partners and you understand that DailyDeed is not liable for any delay relating to the prize fulfillment process and/or additional requirements that may be imposed for the purpose of claiming your prize.

Publicity/Promotional Release: By participating in a Campaign or accepting any prize therefrom, you agree and hereby grant DailyDeed, the Sponsor Charity, and each of their respective affiliates, suppliers, licensors and licensees a perpetual, worldwide, royalty-free irrevocable, non-exclusive right and license to use your name, picture, voice, likeness, and/or biographical information relating to your account and to reproduce, modify, adapt, publish, publicly and digitally display, translate, create derivative works from, and/or distribute such materials or incorporate such materials into any form, medium, or technology, now known or later developed, throughout the world, and the right to copy, disclose, distribute, incorporate and otherwise use such material for any and all commercial or non-commercial purposes (including, without limitation, promotional, marketing or related purposes) without additional compensation.

Taxes: You are solely responsible for all taxes, fees, and other charges associated with receipt of a prize from a Campaign. DailyDeed and/or the Sponsor Charity may require winners to provide tax identification information (such as a Social Security Number or equivalent) and may issue tax reporting forms as required by law.

No Financial/Tax Advice: DailyDeed does not provide legal, financial or tax advice as it relates to any donations and/or contributions provided via the Services. DailyDeed encourages you to obtain your own legal, accounting, investment, and/or tax advice regarding charitable contributions, tax deductibility, eligibility requirements, and applicable laws relating to your use of the Services. You acknowledge that DailyDeed shall not be liable should you rely on the Services as legal, accounting, investment, or tax advice for any reason.

NO PURCHASE NECESSARY: A purchase or donation will not increase your odds of winning.

PARTICIPATION VOID WHERE PROHIBITED BY LAW: If you open an account and/or participate in any Campaign in location where participation is prohibited by law, your account may be deemed in violation of these Terms and suspended or subject to termination. In addition, and without limiting any rights or remedies available to DailyDeed and/or the Sponsor Charity, all prizes won from a Campaign in which participation is prohibited shall be voided.

DailyDeed reserves the right, in our sole discretion, to determine the eligibility of each person participating in Campaigns and/or other Services. The Services (including, but not limited to, Campaigns) may not be used for any form of illegal gambling.

6. Deed Bucks

Deed Bucks are a virtual point system within DailyDeed. Deed Bucks may be earned through participating in various promotional activities offered by DailyDeed. Deed Bucks can be

redeemed for free prize draw entries. Deed Bucks have no cash value, are not transferable, and may not be sold, transferred, assigned, gifted, traded, bartered, or exchanged. DailyDeed reserves the right to modify, limit, or discontinue the Deed Bucks program at any time. Any attempt to sell, trade, transfer, or otherwise exchange Deed Bucks in violation of these Terms may result in immediate termination of your account and forfeiture of all Deed Bucks, and may subject you to legal action. Upon termination of your account for any reason, all accumulated Deed Bucks shall be forfeited and will not be restored.

7. Donations

All donations made through DailyDeed are charitable contributions directed to the designated Sponsor Charity. Donations are processed by DailyDeed's third-party payment processor. By making a donation, you authorize DailyDeed's payment processor to charge your selected payment method. All donations are final and non-refundable except as required by applicable law. Tax receipts will be provided as required.

8. Prohibited Conduct

DailyDeed reserves the right to investigate and take appropriate legal action against anyone who violates these Terms, including without limitation, removing the offending user from accessing the Services (including, without limitation, any Campaign), suspending or terminating the account of the offending user and/or reporting the offending user to law enforcement authorities. You agree not to:

- Use the Services for any unlawful purpose, prohibited transaction under the laws of any jurisdiction that applies to you, or otherwise in violation of these Terms;
- Create multiple accounts to gain additional entries or circumvent any rules;
- Use any automated system, bot, script, or other device to access or interact with the Services;
- Interfere with or disrupt the integrity or performance of the Services;
- Collude with other users to manipulate Campaign outcomes;
- Attempt to gain unauthorized access to the Services or related systems;
- Impersonate any person or entity;
- Engage in any fraudulent (including, payment fraud), abusive, or deceptive activity;
- Use the Services to facilitate any type of illegal money transfers (including, money laundering)
- Harvest or collect information about other users without their consent;
- Use the Services to transmit spam, malware, or other harmful content; or
- Use the Services for any purpose other than as offered by DailyDeed, including, without limitation, using the Services in any way that is violative of any applicable law, regulation, or treaty of any applicable governmental body, including: (i) laws prohibiting illegal gambling; (ii) intellectual property right laws protecting patents, copyrights, trademarks, trade secrets, and any other intellectual property right; (iii) laws against obscene, lewd,

defamatory, or libelous speech; and (iv) laws protecting confidentiality, privacy rights, publicity rights, or data protection.

If DailyDeed suspects that you may be engaging in, or have engaged in any prohibited conduct, your access to any part of the Services and/or your account may be immediately suspended or terminated. If your account is deactivated or suspended under such circumstances, DailyDeed is under no obligation to redeem any prizes that may be associated with your account. DailyDeed reserves the right to pass any necessary information on to the relevant authorities, other online service providers, banks, credit card companies, payment processors or other financial institutions as necessary and/or required by applicable law. You agree to cooperate with any investigations relating to suspected violations of these Terms and/or the Services.

9. Intellectual Property

The Services and all content, features, and functionality thereof, including but not limited to text, graphics, logos, icons, images, audio clips, software, and the compilation thereof ("DailyDeed Materials"), are the exclusive property of DailyDeed or its licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any DailyDeed Materials without our prior written consent. All DailyDeed Materials are provided to you "AS IS" for your information and personal use only. While DailyDeed uses reasonable efforts to include accurate and up-to-date information, DailyDeed makes no warranties or representations as to its accuracy. DailyDeed assumes no liability or responsibility for any errors or omissions in any DailyDeed Materials provided through the Services.

10. Comments

If you provide DailyDeed with any suggestions, ideas, feedback, comments, or recommendations regarding the Services ("Comments"), you hereby assign to DailyDeed all rights in such Comments and agree that DailyDeed may use and exploit such Comments without restriction or compensation to you. Comments may be used for any purpose, including, but not limited to, reproduction, disclosure, publication, broadcast, promotion, marketing and posting. Furthermore, DailyDeed is free to use any ideas, concepts, know-how or techniques contained in any communication you send to DailyDeed for any purpose whatsoever including, but not limited to, developing, manufacturing, and/or marketing Services, without any additional compensation or other liability or obligation whatsoever to you.

11. User Content

- 11.1 DailyDeed may allow you to post, upload, or submit content, including comments, profile photographs, usernames, and other materials (collectively, "User Content"). You acknowledge and agree that you are responsible for any User Content that you may create, post, share, transmit or otherwise make available via the Services. DailyDeed

will not be responsible in any way for any User Content uploaded or otherwise provided via the Services. You acknowledge that DailyDeed may or may not pre-screen User Content, but that DailyDeed has the right, but not the obligation, in our sole discretion to permanently remove, un-remove, and/or delete User Content, including User Content that we determine violates these Terms or is otherwise objectionable. You agree that you shall bear all risks associated with your use of any User Content and you further acknowledge that you bear the sole risk of reliance on any User Content made available on or through the Services.

11.2 By submitting User Content, you grant DailyDeed a worldwide, non-exclusive, royalty-free, sublicensable, transferable, perpetual, and irrevocable license to use, reproduce, modify, adapt, publish, translate, distribute, display, perform, and create derivative works from your User Content in connection with marketing, advertising, operating, promoting, and improving the Services (“User Content License”). You confirm, represent, and warrant that you have all the rights, power, and authority necessary to grant the User Content License and that any User Content you submit or otherwise post on DailyDeed and/or via the Service is and shall be your own original work or work which you are authorized to supply. When you submit or post any User Content and you are the author of such User Content, you irrevocably and unconditionally waive all moral rights you may now or in the future have in any such User Content. Please note that User Content does not necessarily reflect the views of DailyDeed and/or any Sponsor Charity, and DailyDeed disclaims all responsibility for any such User Content, including, without limitation, for any losses or expenses resulting from the use or appearance of User Content on DailyDeed or via the Service. You acknowledge your grant of the User Content License survives termination of your account. DailyDeed is not responsible for any User Content posted by you or any other user.

11.3 By posting User Content, you represent and warrant each of the following:

- You own or have the necessary rights and permissions to submit User Content and to grant the User Content License.
- Your User Content does not infringe, misappropriate, or violate any third party's intellectual property rights, privacy rights, publicity rights, or other legal rights.
- Your User Content does not contain any material that is unlawful, defamatory, obscene, harassing, threatening, or otherwise objectionable

11.4 You are solely responsible for your interactions with other users while using the Services. DailyDeed reserves the right, but is under no obligation, to monitor such interactions between you and other users of the Service. You acknowledge and expressly consent to DailyDeed's accessing, preserving, and disclosing of your account information and User Content if required to do so by law or upon good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e)

protect the rights, property, or personal safety or security of the Services, its users, or the public.

- 11.5 User Content is posted on the Services and transmitted to others at your own risk. DailyDeed does not and cannot control the actions of other users of the Services with whom you may choose to share your User Content. We cannot and do not guarantee that your User Content will not be viewed by unauthorized persons.

12. Third Party Content

The Services may include, display, or link to other websites or provide third-party content solely as a convenience to you. The provision of this content does not imply an endorsement of any linked websites or an affiliation with such third-party website. DailyDeed has no control over the content of any linked website and your use of such third-party website may be subject to such third-party's terms and conditions, privacy policy, and/or other rules governing use and/or access thereof. The content on third-party websites is the sole responsibility of the owner or operator of the linked website and you acknowledge that DailyDeed is not responsible for the accuracy, completeness, legality, or availability of any third-party content.

13. DMCA Notification

If you believe that content available through the Services infringes your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by sending a written notice to DailyDeed at the address below. Your notice must include:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material that is claimed to be infringing and information sufficient to locate it within the Services.
- Your contact information (address, telephone number, and email address).
- A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law.
- A statement, made under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

14. Disclaimers

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE,

OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAILY DEED, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; (C) ANY CONTENT OBTAINED FROM THE SERVICES; OR (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL DAILY DEED'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT YOU HAVE PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS GREATER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN SUCH JURISDICTIONS, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. Indemnification

You agree to defend, indemnify, and hold harmless DailyDeed, its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (i) your violation of these Terms, (ii) your use of the Services, (iii) your violation of any third-party rights (including, intellectual property rights or privacy rights), (iv) your User Content, (v) your violation of applicable law(s) or regulation(s), and (vi) your participation in a Campaign, including (a) any dispute between you and the Sponsor Charity, and (b) any claims relating to prize eligibility or fulfillment.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

17. Governing Law

These Terms and your use of the Services shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

18. Dispute Resolution and Arbitration

You acknowledge that any dispute relating to your participation in a Campaign (including, without limitation, prize fulfillment) shall be between you and the Sponsor Charity, and hereby agree to release and hold harmless DailyDeed from any and all claims that may arise or otherwise relate thereto.

In the event of any dispute between you and DailyDeed solely as it relates to your use of the Services, you agree such dispute shall be resolved in accordance with this Section 18.

Agreement to Arbitrate: Any dispute, controversy, or claim arising out of or relating to your use of the Services, these Terms, or the breach, termination, or validity thereof shall be settled exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this arbitration agreement, any part of it, or of these Terms, including, but not limited to, any claim that all or any part of this arbitration agreement or the Terms is void or voidable, or whether a claim is subject to arbitration. You agree that by entering into these Terms, you and DailyDeed are each waiving the right to a trial by jury or to participate in a class action. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement.

Arbitration Procedures: The arbitration shall be conducted by a single arbitrator in the State of Delaware, unless you and DailyDeed agree otherwise. If permitted by the arbitrator, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic or video hearing, or by an in-person hearing. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The prevailing party in any arbitration proceeding is entitled to recover all expenses of arbitration, including, without limitation, reasonable attorneys' fees, witness fees, administrative fees, and the arbitrator's fees and expenses. Payment of all such fees shall be governed by the applicable AAA rules, subject to this provision.

Class Action Waiver: YOU AND DAILY DEED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Opt-out: You may opt out of this arbitration agreement by sending written notice to DailyDeed within thirty (30) days of first accepting these Terms. Your opt-out notice must include your name, mailing address, phone number associated with your account, and a clear statement that you wish to opt out of the arbitration provision. If you opt out, neither you nor DailyDeed will be required to arbitrate, but all other provisions of these Terms will remain in effect.

Exceptions: This arbitration agreement does not preclude either party from seeking injunctive or other equitable relief in court for claims related to intellectual property infringement, data security breaches, or unauthorized access to the Services.

Severability: If any part of this Section 18 is found to be unenforceable, the remainder shall continue to apply. If the class action waiver set forth herein is found to be unenforceable with respect to a particular claim or request for relief, then that claim or request for relief shall be severed and proceed in court while remaining claims proceed in arbitration.

19. Changes to Terms; Assignment

We reserve the right to modify these Terms at any time. If we make material changes, we will notify you by updating the "Effective Date" at the top of these Terms and, where appropriate, providing additional notice (such as via email or a prominent notice on DailyDeed). Your continued use of the Services after the effective date of any changes constitutes your acceptance of the revised Terms.

You may not assign or transfer these Terms or any rights or obligations hereunder without DailyDeed's prior written consent. DailyDeed may freely assign these Terms (including, DailyDeed's obligations relating hereto) without restriction. Any attempted assignment by you in violation of this section shall be null and void.

20. Modification to Services

DailyDeed reserves the right to change or modify Services from time to time in our sole discretion. DailyDeed may stop (permanently or temporarily) providing the Services or any features within the Services. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. All changes shall be effective immediately unless otherwise stated. Any use of the Services after such changes have gone into effect shall be deemed to constitute your acceptance of and agreement to be bound by such changes. If you object to any such changes, your sole recourse is to cease accessing and/or using the Service.

21. Termination

We may terminate or suspend your account and access to the Services at our sole discretion, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use the Services will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

22. Severability; Waiver

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

No failure or delay by DailyDeed in exercising any right under these Terms shall constitute a waiver of that right. A waiver of any provision shall not be deemed a waiver of any other provision.

23. Electronic Communications

By using the Service, you consent to receive electronic communications from DailyDeed, including SMS messages, push notifications, emails and/or in-app messages. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

24. Force Majeure

DailyDeed shall not be liable for any failure or delay in performing obligations under these Terms where such failure or delay is caused by events beyond DailyDeed's reasonable control, including acts of God, natural disasters, war, terrorism, pandemics, government actions, stoppage or postponement of Campaigns, failure of Sponsor Charity to perform or satisfy necessary duties and obligations, failures of telecommunications or internet infrastructure, or third-party data provider outages.

25. Contact Information

If you have any questions about these Terms, please contact us at:

Email: support@dailydeed.us

Website: <https://www.dailydeed.us/>