



# Terms of Use

Terms of Use for the Humanwire Website

By using this website (the “Site”) and services (together with the Site, the “Services”) offered by Humanwire (“Humanwire” “we” or “us”), you’re agreeing to these legally binding terms (the “Terms”).

## Welcome to Humanwire!

Thank you for joining us here at Humanwire.

**Discover** Find an individual or family whose story speaks to you.

**Connect** Meet over video chat, set up a campaign goal and share with your network.

**Manage** Whatever funds you raise become available in your dashboard to help manage on behalf of the family.

**Deliver** Tell us how to spend the funds with order forms and our on-the-ground team will approve, buy and deliver your order.

**Impact** We’ll send you photos as soon as your delivery is completed.

The above is the general idea and practice, below are the details of the terms.

## **1. All up in Humanwire's Business.**

As it is today, this Site is owned and operated by Humanwire 501, LLC a registered 501(c)3 non-profit business which operates from its headquarters at 1137 Pearl Street, STE 200, Boulder, Colorado, 80302 in The United States of America.

Humanwire LLC, a for-profit entity, is the owner of the technical intellectual property of the Site, and provides the i.p. service to its own kin, Humanwire 501, in-kind and free of charge.

In other words, altogether, the Humanwire business of one-to-one giving for refugees which happens on this Site, and all contributions therein, enjoys license-free service and is not obliged to, and has never paid any fees to Humanwire, LLC. Thus, there is no ability for any individual, or any entity to profit from the Site or any contribution that comes through the Site.

Read on!

### -----TIMELINE-----

Humanwire was created in the summer of 2015 and launched to the public in late October, 2015 by Andrew Baron.

In December, 2015, Baron established the company Humanwire, LLC a for-profit entity which became the owner and operator of the Site.

On Mar, 2016, the company established a new entity, which it owns, named Humanwire 501, LLC and then applied for charity 501(c)3 status in August, 2016.

Humanwire 501 was approved with charity status by the end of October, 2016 (but the company did not discover the approval until the end of December, 2016).

As of March, 2017, Humanwire LLC remains owner of the intellectual property rights of the Humanwire.org Site, and Humanwire 501 is the owner and operator of the Site and the Humanwire 501 charity.

As of April, 2017, The Humanwire 501 board of directors includes Andrew Baron as Director, Mona Ayoub as Treasurer and Owen Harris as Secretary.

## 2. Show Me The Money

### If I give money through this website, where will that money go?

When you give money through the Site for the benefit of a specific individual or family, the funds are applied to Humanwire's Campaign Program which include all campaigns and projects ("Campaign Program") and managed by Humanwire to include distributions, operating costs and other related program expenses. While you may indicate the amount that will be for their benefit (the "Pledge"), and you can indicate the amount that will be for the benefit of the organization's operating costs (the "Operating Costs"), Humanwire reserves the right to reallocate any Campaign Program funds within Humanwire's Campaign Program as Humanwire sees fit, including, reducing the amount of a Pledge for fees or other Campaign Program expenses.

Humanwire reserves the right to subtract any 3rd-party banking, transaction or currency exchange fees from the Pledge which are incurred to get a donation to the family (e.g. if you use a credit card to make your payment, Humanwire's gateway partner Stripe.com will accept the credit card fee of \$28 on Humanwire's behalf, and then subtract ~3% (\$0.28) for it's service fee, before finally depositing \$27.72 into the Humanwire Campaign Program). In each case, the host of a campaign is provided with the exact transparent accounting.

In most cases, Humanwire does not send a Pledge in cash to recipients, but instead delivers an approximate-equal value of goods and services.

### *Who decides how the money will be spent?*

Typically the "Host" of the campaign is the most influential person in deciding how the Pledge funds will be allocated for the benefit of the recipient. After appealing to their network to contribute through the website, the host will create a distribution order to release funds for a specific use by using their private dashboard on the Site. Humanwire at it's discretion, will approve the request, and then deliver the goods and services.

Humanwire attempts to achieve a supreme level of transparency about each order with photo documented evidence, typically showing the recipient receiving the value, and often photos of 3rd party issued receipts.

While Humanwire makes its best efforts to remove itself from the middle and allow the Host and recipient to determine the matters of how funds are spent, Humanwire reserves the right to decide on its own, at any time, how any Pledge or combination of Pledges may be allotted. Humanwire also reserves the right to allocate a Pledge for Operating Costs, only under the condition that a) Humanwire uses such Pledge for

“reasonable” operating costs and b) that Humanwire report back to a contributor to let them know that their Pledge was re-allocated for Operating Costs.

**To be perfectly clear, Humanwire reserves the right to reallocate any Campaign’s funds towards other campaigns, Pledges, Operating Costs, or other expenses within the Campaign Program at Humanwire’s sole discretion.**

As a new non-profit of less than one year, Humanwire is actively seeking grants to cover Operating Costs, while also attempting to grow its own revenue arm, and has as its goal to eventually, one day in the future, enable all campaign contributions to be of the “Restricted” type (see below for more about Humanwire’s “Unrestricted” funds policy).

Humanwire reserves this right, ultimately, as a method of starting-up a charity. Without the ability to reserve this right, Humanwire would not be able to sustain and operate with the risk that it might not be able to fulfill obligations due to unforeseen circumstances.

For example, by providing a Pledge, which is expected to be allotted for a specific individual, while Humanwire will make its very best efforts to utilize the Pledge for that individual, Humanwire may be required, in unwanted conditions, to allocate and appropriate the Pledge for another campaign, or Operating Costs. Thus, if one day Humanwire was not able to fulfill its obligation to allocate the Pledge as expected, you agree, and understand, that Humanwire may allocate the Pledge to Operating Costs, and that under such a circumstance, Humanwire will clarify which operating expenses, specifically, and make its best effort to provide verifiable documentation. Humanwire agrees that under such circumstances, the allocation of Operating Costs shall be considered “reasonable”.

Thank you for agreeing to these “just in case” terms! By agreeing to allow us to allocate Pledge funds towards Humanwire’s Operating Costs, just in case, you are helping us to grow and working with us to increase our chances of survival and have a greater overall effect for many more people than any single individual family.

Humanwire reserves these rights to take discretion over Pledges for many other day-to-day operating reasons when Pledge funds are not used for Operating Costs, too. A few examples: a) legal compliance with various countries and rules, b) timeframe to obtain withheld funds, c) emergency request, d) host unresponsive relative to the timeframe required for a request, e) a product is ordered and unavailable and Humanwire elects to purchase a similar, like-object for the recipient. f) a family could no longer be reached and Humanwire decides on another family. There are just a few of many logistical scenarios.

When Humanwire makes a material change in the distribution plan, Humanwire will make its best efforts to contact the host or relevant contributors to seek approval. If a

host disapproves, Humanwire reserves the right to decide using its own discretion, in good faith.

Humanwire has always been dependent on classifying all funds, universally, as “Unrestricted” unless determined otherwise in a separate contractual instrument. Humanwire has always operated with an unrestricted funding classification, and does not have any contributions to-date that are 100% “restricted” via the Site.

Humanwire is happy to consider special circumstances for Restricted funds (especially with grants, imminent campaign needs and other special activity), please contact us to discuss your needs.

There are many reasons why all fundraising activity must be classified as unrestricted, unless arranged otherwise:

A) Humanwire factors Operating Costs into its logistical framework, where all funds may be pooled together into a single backend account, and then the timing of release of funds from that account may be considerate to what is in the account at that time.

B) Funds are often withheld by 3rd party gateways out of Humanwire’s control, but Humanwire may decide it’s critical to move forward with a distribution before funds have arrived.

C) Humanwire, a Host, or a contributor may request to move a Pledge to another family.

D) Humanwire, in starting up as a new business, may be low in Operating Costs, and thus may “temporarily” reallocate Pledge funds to be used for other Pledge funds, or as Operating Costs, for example, based on accounting for urgency and need.

Humanwire attempts to complete distribution orders as quickly and as best as we can. The time variable often depends on many factors and can range from nearly instant to 90 days from the time of an approved distribution order. Humanwire’s logistical framework accounts for priority and time for all managed orders. For any distribution order that remains undelivered for more than 90 days due to the inability of Humanwire, or if such an order was promised on a certain date, but over 30 days late, upon request from the relevant pledge contributor, Humanwire, at it’s own discretion, may agree to a refund.

At any time Humanwire agrees to a refund in writing, Humanwire may take up to 60 days from the time of refund approval, to complete the refund.

### **3. Other Rights**

- We can make changes to the Humanwire Site and Services without notice or liability.
- We have the right to decide who's eligible to use Humanwire. We can cancel accounts or decline to offer our Services. (Especially if you're abusing them.) We can change our eligibility criteria at any time.
- If any term herein is prohibited by law where you live, then we revoke your right to use Humanwire in that jurisdiction.
- We have the right to cancel any campaign, and any pledge, at any time and for any reason.
- We have the right to reject, cancel, interrupt, remove, or suspend any campaign at any time and for any reason.

### **4. Warranty Disclaimer**

You use our Services solely at your own risk. They are provided to you "as is" and "as available" and *without warranty of any kind*, express or implied.

HUMANWIRE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM HUMANWIRE SHALL CREATE ANY WARRANTY.

### **5. Indemnification**

If you do something that gets us sued, or break any of the promises you make in this agreement, you agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees and other legal costs) that arise from or relate to your use or misuse of Humanwire. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to this indemnification clause, in which case you agree that you'll cooperate and help us in asserting any defenses.

## **6. Limitation of Liability**

To the fullest extent permitted by law, in no event will Humanwire, its directors, employees, partners, suppliers, or providers be liable for any indirect, incidental, punitive, consequential, special, or exemplary damages of any kind, including but not limited to damages (i) resulting from your access to, use of, or inability to access or use the Services; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct of content of any third party on the Site. In no event shall Humanwire's liability for direct damages be in excess of (in the aggregate) one hundred U.S. dollars (\$100.00) over and beyond any monetary amount that was put in.

## **7. Dispute Resolution and Governing Law**

You agree by using this site that any suit or claim brought upon Humanwire, or from Humanwire, no matter which location(s) in the world may be relevant to the claim that is brought, will be brought in the State of Colorado, United States of America. We encourage you to contact us if you're having an issue, before resorting to the courts. In the unfortunate situation where legal action does arise, these Terms (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of the State of Colorado and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls. You agree that Humanwire and its Services are deemed a passive website that does not give rise to jurisdiction over Humanwire or its parents, subsidiaries, affiliates, assigns, employees, agents, directors, officers, or shareholders, either specific or general, in any jurisdiction other than the State of Colorado. You agree that any action at law or in equity arising out of or relating to these Terms, or your use or nonuse of Humanwire, shall be filed only in the state or federal courts located in Boulder or Denver County in the State of Colorado, and you hereby consent and submit to the personal jurisdiction of these courts for the purposes of litigating any such action. You also hereby irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

## **8. The Rest**

These are our official terms and our rules for how things work. (So if you ever see confusing or conflicting information about any of this stuff, just check these terms – they're the last word.) Thanks so much for reading our terms, and for using Humanwire.

These Terms supersede all other communications and proposals (whether oral, written, or electronic) between you and Humanwire with respect to the Services and govern our future relationship. If any provision of these Terms is found to be invalid under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms otherwise will remain in full force and effect and enforceable. The failure of either you or Humanwire to exercise any right provided for in these Terms in any way won't be deemed a waiver of any other rights.

These Terms are personal to you. You can't assign them, transfer them, or sublicense them unless you get Humanwire's prior written consent. Humanwire has the right to assign, transfer, or delegate any of its rights and obligations under these Terms without your consent.

FIN

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[Have a question about these terms? Contact us! Thank you.](#)

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