

Ambassador Program Terms & Conditions

This agreement (“**Agreement**”) sets forth the terms and conditions of your engagement as a GivingWay Ambassador with Volunteer Directly Ltd. (“**GivingWay**”, “**us**” or “**we**”). By applying to become a GivingWay Ambassador, you agree to the following terms:

1. Agreement Terms

The roles, tasks and benefits available to ambassadors are outlined in the applicable parts of the GivingWay website and related web pages, all of which are hereby incorporated into this Agreement by reference.

Without derogating from the foregoing, by accepting the terms of this Agreement you are also accepting the terms of GivingWay’s general [terms and conditions](#).

2. Promoting GivingWay and GivingWay NGOs

As part of your activities as a GivingWay Ambassador, you may promote GivingWay and/or nonprofit organizations that are part of the GivingWay platform (“**GivingWay NGOs**”) through various forms and channels. Most notably, you may create one or more fundraisers for GivingWay NGO campaigns through the GivingWay platform (“**Fundraisers**”) and promote such Fundraisers on social media, through other digital forms or word of mouth. With respect to any promotion, post, mention or endorsement of GivingWay and/or GivingWay NGOs you agree as follows:

1. You will not make any representations or warranties with respect to GivingWay and/or GivingWay NGOs that are not explicitly contained in official materials of GivingWay and/or GivingWay NGOs, as applicable (such as proprietary website/s and/or NGO profile pages on www.givingway.com), or marketing materials of GivingWay and/or GivingWay NGOs provided to you for the specific purpose of promoting GivingWay and/or GivingWay NGOs.
2. You will conduct yourself in a manner that reflects the highest standard of integrity and responsibility in keeping with the positive reputation of GivingWay and/or GivingWay NGOs.

3. Prohibited Content

Without derogating from any other terms of this agreement, you hereby agree and warrant that you will not publish, send and/or post content on any platform whatsoever that:

1. is pornographic, sexually explicit or suggestive, or contains profanity or nudity;
2. is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
3. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
4. promotes any activities that may appear unsafe or dangerous;
5. is obscene or offensive, or endorses any form of hate or hate group;
6. defames, misrepresents or contains disparaging remarks about other people or entities;

7. communicates messages or images inconsistent with the positive images and/or good will with which GivingWay and/or GivingWay NGOs wish to associate;
8. violates any law.

4. Relationship

You hereby acknowledge that you are an independent contractor and that this Agreement shall not be construed in any way as creating an employer/employee relationship between you and GivingWay and/or you and any GivingWay NGO. Without derogating from the foregoing, you agree that you cannot act on behalf of GivingWay and do not have any authority to incur debt, obligation, or liability on behalf of GivingWay.

5. Voluntary Engagement

You explicitly acknowledge that any and all activities you undertake as a GivingWay Ambassador will be done by you on a voluntary, unpaid basis. There is no financial consideration or payment of any kind related to your activities as a GivingWay Ambassador and any non-monetary reward or incentive that you may receive shall be provided by GivingWay at its sole and absolute discretion.

6. Scholarships

Without derogating from anything else herein, twice a year GivingWay will grant 2 Ambassadors a scholarship as follows: (i) 1 scholarship of \$2,000 will be given to the ambassador that raised the highest amount of funds for GivingWay NGOs in one or more Fundraiser/s; and (ii) 1 scholarship of \$1,000 will be given to 1 ambassador based on a random, sweepstakes-style drawing of all eligible ambassadors. To be eligible to receive either of the two scholarships above, the ambassador needs to have raised at least \$500 during a consecutive period of 6 months.

Payment of the scholarship will be made to the ambassador's (or his/her legal guardian's) PayPal or bank account subject to providing GivingWay with a written confirmation of payment or enrollment in an educational institute, program, course or similar activity.

7. Intellectual Property

You acknowledge and agree to grant GivingWay the unlimited and unencumbered use of any and all work product created or produced by you in connection with your activities as a GivingWay Ambassador. Work product includes, but is not limited to, photos, images, video footage, recordings, social media posts, taglines, hashtags, commentary and designs.

8. Term and Termination

This Agreement will come into effect on the date you sign up to GivingWay's Ambassador Program. Either party may terminate this Agreement at any time with or without cause. Upon termination of this Agreement for any reason, all rights or licenses granted hereunder shall immediately terminate. GivingWay reserves the right at its discretion to delete unconfirmed ambassador accounts or accounts that have been inactive for extended periods of time. By violating any applicable law or this Agreement, the Agreement will be terminated immediately and the ambassador understands and agrees that any and all benefits assigned and received

can be immediately recalled or forfeit and that the ambassador's account will be immediately terminated.

9. Disclaimer

You explicitly acknowledge and understand that any and all activities undertaken by you in connection with your role as a GivingWay ambassador are done at your own responsibility, cost and liability. Without derogating from the foregoing, GivingWay does not assume any responsibility whatsoever for the conduct of GivingWay NGOs (or anyone on their behalf) on and/or outside of the GivingWay platform; it is entirely up to you to take all measures to examine whether you would like to help, support, travel to and/or engage with any GivingWay NGOs and any decision to do so is at your own responsibility.

10. Limitation of Liability

IN NO EVENT WILL GIVINGWAY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACTIVITIES AS A GIVINGWAY AMBASSADOR.

11. General

By Accepting the terms of this Agreement you confirm that you are 16 years old or older. This Agreement (including all terms and documents referred to herein) constitutes the entire agreement between you and GivingWay concerning the subject matter hereof. This Agreement is governed by the laws of the State of New York, without giving effect to any principles of conflicts of laws thereof, and the eligible courts in New York, New York, shall have exclusive jurisdiction over all disputes arising herein.