

HELP

TERMS OF USE

Last Updated: 03/28/2025

These Terms of Use ('Terms') govern your access to and use of our application located at <http://go.helpworld.app/> (the 'App') and our website at <https://helpworld.app/> (the 'Website'). The App and the Website are collectively referred to as the **"Platform."** By accessing or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms and our [Privacy Policy](#), which may be updated periodically. It is your responsibility to review these Terms regularly to stay informed of any changes.

Please do not use our App if you do not agree with our Terms of Use and Privacy Policy.

1. DEFINITIONS

The following terms have the following meanings in these Terms of Use, our [Privacy Policy](#), and all other terms, rules, or texts in the App.

- **"Help,"** "we," "us," or "our" refers to Help Polis Inc., a public non-profit corporation registered in California with EIN 33-1523107. Its registered office is at 1401 21ST ST STE R, Sacramento, CA 95811. Help operates as a charitable fundraising platform
- **"Fiscal Sponsor"** refers to Players Philanthropy Fund (PPF), a public charity registered as a nonprofit under Section 501(c)(3) of the Internal Revenue Code, which currently receives, holds, and administers all donations made through the Help App on behalf of Help. Under our fiscal sponsorship agreement, the Fiscal Sponsor retains full fiduciary responsibility over these funds and ensures they are used exclusively to further Help's charitable mission until Help obtains its own 501(c)(3) status.
- **"Charitable Fundraising Platform"** – a corporation that provides a website, mobile device application, or other internet-based platform to Californians and performs, permits, or enables solicitations through its platform.
- **"Participating Non-Profit Organization"** – a non-profit organization registered in the United States with valid 501(c)(3) status that has entered into a collaboration agreement with Help.
- **"Fundraising Campaign"** – a campaign featured in the Help App and other materials initiated by Help App to raise funds for a specific cause or project administrated by the Participating Nonprofit Organization.
- **"Category of Fundraising Campaigns"** – a group of Fundraising Campaigns determined by the nature of causes of charitable help, goals of the campaigns, or the type of group of donees, including but not limited to animals, children, youth, seniors, refugees, homelessness, health, mental health, human rights, women's rights, LGBTQ+ rights, and environmental initiatives.
- **"Donation"** – a monetary contribution made through the Help App.
- **"One-Time Donation"** – a single, non-recurring monetary contribution made by a User to a specific Fundraising Campaign, Category of Fundraising Campaigns or Help's operational and administrative activities.
- **"Subscription Donation"** – a recurring monetary contribution made by a User at regular intervals to a specific Fundraising Campaign, Category of Fundraising Campaigns or Help's operational and administrative activities.
- **"User,"** "you" – anyone who completed registration in our App.

- **“Visitor”, “you”** – anyone who enters, browses, or uses our Website.
- **“Content”** – any material published or displayed on the Help App.
- **“User Content”** – Content published or submitted by Users on the Help App.
- **“Features”** – to any functionality of the Help App available to registered Users, including but not limited to making donations, leaving comments on Fundraising Campaigns after donating, interacting with other Users by liking their comments, and exploring the map or list of Fundraising Campaigns in the Help App.
- **“AML”** – “anti-money laundering”, a process of checking the User or Participating Non-Profit Organization for illegal financial activity.
- **“KYC”** – “know your customer”, a process of identifying and verifying the User or Participating Non-Profit Organization.
- **“UBO”** – “ultimate beneficial owner”, a natural person who ultimately owns or manages a Company.

2. NONPROFIT STATUS & GOVERNANCE

2.1 Fiscal Sponsorship

Until such time as Help obtains its own 501(c)(3) status, the Platform operates under the fiscal sponsorship of Players Philanthropy Fund (PPF), a nonprofit organization recognized by the IRS as tax-exempt under IRC §501(c)(3).

2.2 Donation Processing & Fiscal Sponsor’s Role

Donations processed through the App are legally made to the Fiscal Sponsor on behalf of Help, and all tax-deductible donation receipts will be issued in the name of the Fiscal Sponsor using its Employer Identification Number (EIN).

The Platform continues to process donations through the App, as described in Section 6.5. The Fiscal Sponsor receives and administers the funds.

2.3 Transition to Independent 501(c)(3) Status

Help is in the process of obtaining its own 501(c)(3) status. Upon IRS approval, Help will transition to operate as an independent tax-exempt charitable organization. Following this transition, donations will be processed directly by Help, and all references in these Terms to the Fiscal Sponsor shall be deemed to refer solely to Help. Throughout and after the transition, donations will remain tax-deductible to the fullest extent permitted by law.

3. WEBSITE VISITORS AND APP USERS’ ACCOUNTS

3.1. Website Visitors and Functionality

Visitors to the Website may access certain features without registering an account. The Website serves as an informational hub for Help App and offers the following functionalities:

- **Download the App:** Visitors may download the Help App via links provided on the Website.
- **Subscribe to Newsletters:** Visitors may sign up to receive updates and newsletters regarding Help's activities, fundraising campaigns, and impact reports.
- **Request a Collaboration Call:** Representatives of non-profit organisations may complete a form to schedule a consultation regarding collaboration on Fundraising Campaigns.
- **Submit a Collaboration Application:** Commercial partners and companies interested in collaboration may fill out an application form to explore collaboration opportunities with Help.
- **Access Social Media Links:** Visitors may follow Help's official social media accounts through links provided on the Website.

All personal data collected through the Website, including but not limited to newsletter subscriptions, collaboration applications, and other forms, is handled in accordance with the Help [Privacy Policy](#). By submitting personal data through the Website, Visitors acknowledge and agree to the processing of their data as outlined in the [Privacy Policy](#).

Help reserves the right to update the Website's functionalities periodically. Visitors are encouraged to review these Terms regularly to stay informed of any modifications.

3.2. Account Registration

To access the Features (including making donations), you must create an account in the App. The Features are intended solely for individuals who are at least 18 years old and who possess the legal capacity to enter into binding agreements in their jurisdiction.

By registering an account, you represent and warrant that you meet these age and capacity requirements and further acknowledge that until Help obtains independent 501(c)(3) status, all donations processed through the App are received by our designated Fiscal Sponsor.

To create an account, you must complete the registration process, including providing a valid phone number that will be verified.

Help collects information about you in accordance with the Help [Privacy Policy](#) and may request additional documentation at its sole discretion. Failure to provide complete and accurate information may result in a refusal to process donations or grant access to the Features.

You are responsible for maintaining the confidentiality of your account credentials, and all activity under your account is your sole responsibility.

3.3. User Account and Features

3.3.1. Access to Account

Upon successful registration, the User will gain access to a personal account ("User Account") on the Help App. The User Account enables the performance of the following activities:

- a. Make Donations
 - Donate funds to a specific Fundraising Campaign selected by the User.
 - Donate funds to a designated Category of Fundraising Campaigns, with funds distributed among campaigns within that Category.
 - Donate funds to support Help App's administrative and operational activities.
- b. Engage with Content
 - Leave comments on fundraising campaigns after donating.
 - Interact with other Users by liking their comments.

3.3.2. Donation Visibility

Within the User Account settings, the User may choose to make their information (name, photo) visible to other Users. If the User opts not to display this information publicly, their donations will still appear under the relevant Fundraising Campaign, within the appropriate Categories of Fundraising Campaigns, or in a list of donations contributed to Help's administrative or operating expenses, but in an anonymous mode without revealing the User's information.

3.4. Account Usage

The User agrees to use their account in compliance with these Terms of Use and applicable laws or regulations.

3.5. Suspending or Terminating Access to the Account

Help reserves the right to suspend or terminate User's access to making donations or to the Features or delete User's account on the occurrence of any of the following:

- User materially or repeatedly breaches these Terms of Use;
- Help is required to do so to comply with a legal requirement or a court order;
- Help reasonably believes that User's conduct causes harm or liability to any other User, third party, or Help, including hacking, phishing, or spamming.
- Upon the User's request or demand.

3.6. Warranties and Representations by Visitors and Users

Visitors and Users represent and warrant that they have the legal right, authority, and capacity to enter into these Terms of Use.

User represents and warrants that they are not owned, controlled, or acting on behalf of an entity or individual that is related in any way to, or any persons within any country or jurisdiction,

which are under economic sanctions or embargoes imposed by the United Nations, the United States, the United Kingdom, Switzerland, the European Union, or any of its Member States (“**Sanctions**”).

Users represent and warrant that they are not located, organized, or resident in a country or territory that is the subject of Sanctions. Users further represent and warrant that they will not transfer any funds, assets, and currencies or use them for the benefit of anyone who is the subject of Sanctions or located, incorporated, or resident in a country or territory that is the subject of Sanctions.

4. KYC & AML PROCEDURES FOR USERS

4.1. Help implement Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures to prevent and mitigate the risk that the platform is involved in illegal activity.

4.2. By using Help, you agree to use the App only for legal, proper purposes and in compliance with these Terms of Use and all applicable laws and regulations.

4.3. Users must undergo Know Your Customer (KYC) and Anti-Money Laundering (AML) verification if their cumulative donations equal or exceed \$10,000, whether through a single transaction or multiple transactions.

4.4. The following are approximate lists of information and documents that Help may request for verification purposes:

4.4.1. For Individuals

a) Primary Verification Requirements: To comply with our KYC and AML procedures, you may be required to provide:

- A valid email address;
- A government-issued identity document;
- A selfie for liveness verification; and
- Proof of residence (such as a utility bill or bank statement).

b) Additional Information: In the event of regulatory inquiries or disputes, you may also be required to provide:

- Tax residency information;
- Your tax identification number;
- A declaration regarding your status as a politically exposed person; and
- Any other information that Help reasonably deems necessary.

4.4.2. For legal entities:

- **Information about the company:** Company name, registration number, country of incorporation

- **Documents confirming the company's legal existence:** Certificate of incorporation, extract from a commercial register, certificate of good standing
- **Documents enabling the identification of ownership structure and all UBOs of a company:** Shareholder certificates/articles of association/shareholder register / annual reports or other similar documents
- **Details about UBOs, representatives, or CEO of the entity:** Full name, date and place of birth, legal address, identification document and percentage of ownership, Selfie (liveness check)
- **Documents identifying the company's representatives:** Power of Attorney, articles of association or bylaws, Selfie (liveness check)
- **Documents that demonstrate financial information:** Financial statements, tax identification number, and any other relevant financial documentation
- **Documents showing business activities:** Information about the nature of the business, its products or services, and any regulatory licenses or permits required for its operation

4.5. At its sole discretion, Help reserves the right to modify the document requirements and request additional information from Users to conduct standard or additional KYC and AML checks.

4.6. Help will process and store your information with strict privacy in accordance with its [Privacy Policy](#).

4.7. Help is entitled to carry out KYC and AML procedures with the involvement of third-party compliance service providers. These service providers operate under their own terms and privacy policies. You will be referred to its website to review its terms and privacy policies if we use any such service provider.

4.8. Help reserves the right to restrict a User's access to the App if there are reasonable doubts about the legality of the User's transactions.

5. PARTICIPATING NON-PROFIT ORGANIZATIONS

Our Participating Non-Profit Organizations organize all fundraising campaigns hosted on the Help App.

5.1. Criteria for Participating Non-Profit Organization Selection

Help selects Participating Non-Profit Organizations based on criteria including, but not limited to, the following:

- a. Verified tax-exempt status and sound financial standing.
- b. Established reputation and proven track record.
- c. Commitment to transparency, accountability, and adherence to professional standards
- d. The Participating Non-Profit Organization's domicile and jurisdictional compliance.
- e. The Participating Non-Profit Organization's alignment with the social Categories of

Fundraising Campaigns and causes supported by Help, including but not limited to animals, children and youth, seniors, refugees, homelessness, health, mental health, human rights, women's rights, and environmental initiatives.

f. The Participating Non-Profit Organization's experience, practices, and relevance to fundraising campaigns with specific social goals, fixed deadlines, and clearly defined fundraising targets.

5.2. Verification of Participating Non-Profit Organizations

Help verifies all Participating Non-Profit Organizations that meet its selection criteria. Verified Participating Non-Profit Organizations are marked with a blue tick icon ("Blue Tick").

5.3. Integrity of Verification

The Blue Tick designation is non-transferable and cannot be purchased. Verification signifies that the Participating Non-Profit Organization has been thoroughly vetted by the Help's team. Help reserves the right to revoke verification status if a Participating Non-Profit Organization fails to comply with the criteria or standards outlined in these Terms.

5.4. KYC and AML Procedures for Participating Non-Profit Organizations

Participating Non-Profit Organizations shall comply with Help's KYC and AML verification procedures.

In addition to providing standard organizational documents (such as a Certificate of Incorporation, articles of association, and relevant financial statements), Participating Non-Profit Organizations may be required to submit documentation identifying key representatives, board members, and ultimate beneficial owners (UBOs).

Help reserves the right to conduct additional verification procedures, including engaging third-party compliance service providers, and may request further documentation or information as necessary to meet applicable regulatory requirements.

6. DONATIONS

6.1. Donations Distribution and Fiscal Sponsorship

When you donate to the Help App, your contribution is made to Help. Currently, Help operates under a fiscal sponsorship arrangement with Players Philanthropy Fund (PPF) (<https://www.ppf.org/>). Accordingly, all donations received via the App are held by PPF on behalf of Help, and donors will receive tax-deductible receipts issued in the name of PPF] (Federal Tax ID: 27-6601178), to the extent permitted by law.

After a donation is made, PPF on behalf of Help will process and transfer the funds to the designated Participating Non-Profit Organization in a timely manner. To comply with applicable

charitable solicitation laws — including the requirements set forth in California AB 488 and Fundraising Charitable Platforms Law (Cal. Code Regs. tit. 11 § 314 - 323) — the transfer will occur within the legal timeframe (generally within 30 days after the month of the donation for jurisdictions where this rule applies).

The specific timeframe for each transfer is determined based on the needs and circumstances of the individual fundraiser and any applicable legal requirements. Help and [Fiscal Sponsor Name] are committed to further ensuring that donated funds are used exclusively for Help's charitable mission.

In certain circumstances, a Participating Non-Profit Organization may not receive the donation. Such circumstances may include but are not limited to, delays due to additional compliance or verification checks, technical issues with payment processing, or situations where a fundraiser is canceled or suspended. In these cases, [Fiscal Sponsor Name] will take steps to either reallocate the funds for a substantially similar charitable purpose or, where appropriate, offer a return or alternative arrangement in accordance with applicable law.

6.2. Donations Processing

Donations made through the App are facilitated and processed exclusively by third-party service providers, including payment processors ("Payment Processors").

The User acknowledges and agrees that the Payment Processors bear sole responsibility for the execution, completion, and functionality of payment transactions. Help disclaims all liability for any failure, delay, or error related to payments or transactions processed by such third-party Payment Processors.

In the event of any issues related to the processing of payments or transactions, including but not limited to failed or delayed payments, the User agrees to address such matters directly with the Payment Processor.

The User agrees to indemnify, defend, and hold harmless Help, its officers, directors, employees, agents, and affiliates from any claims, damages, losses, or expenses, including reasonable attorneys' fees, arising from or related to the use of Payment Processors for donation transactions.

Help shall not be held liable for any failure or delay in processing payments due to events or circumstances beyond its reasonable control, including but not limited to acts of God, technical failures, power outages, strikes, civil disturbances, regulatory actions, or any other force majeure events.

We do not accept donations from residents of the following countries: Afghanistan, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Democratic People's Republic of Korea (North Korea), Democratic Republic of the Congo, Guinea, Guinea-Bissau, Haiti, Iran,

Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Russia, Somalia, South Sudan, Sudan, Syria, Venezuela, Yemen, Zimbabwe.

6.3. Types of Donations

6.3.1. One-Time Donations

By selecting the "One-Time Donation" option, the User authorizes a single, non-recurring payment of the specified amount.

The User acknowledges that the payment will be processed immediately upon confirmation and is non-refundable except as otherwise required by law.

6.3.2. Subscription Donations

By selecting the "Subscription Donation" option, the User authorizes recurring monthly payments of the specified amount.

The User may designate their subscription to one of the following purposes:

- a. **Specific Fundraising Campaign:** The User may subscribe to a specific fundraising campaign. In the event that the selected campaign is closed, any subsequent funds from the subscription will be redirected to other campaigns as determined by Help, subject to the User's prior consent, where required by law.
- b. **Specific Category of Fundraising Campaigns:** The User may subscribe to a category of fundraising campaigns. Funds from the subscription will be distributed among various campaigns within the designated category, subject to the User's prior consent.
- c. **Help's Administrative and Operational Support:** The User may designate the subscription to support Help's ongoing operations and development initiatives, including but not limited to administrative expenses, staff compensation, and technological improvements.

The User may cancel their subscription anytime by accessing the account settings. Cancellation will take effect at the end of the current billing cycle. Except as otherwise required by law, no refunds will be issued for any payments already processed prior to cancellation.

6.4. Fees on Donations

6.4.1. Third-Party Payment Processing Fees

The User acknowledges that certain amounts, including but not limited to foreign transaction fees or other charges related to the processing of the User's payment, may be deducted from the donation to cover the payment processing fees charged by third-party Payment Processors as part of their service fees.

6.4.2. Help's Operational Fees

Help retains a default non-refundable 12% operational fee from every donation made through the App. This fee funds operational necessities, including employee salaries, administrative costs, and maintenance services vital to Help's charitable goals. By donating, you acknowledge and agree to this deduction from the total donation amount.

Additionally, Users can raise the operational fee to further contribute to Help's mission when donating. They may also opt to cover fees charged by Third-party Payment Processors and Help by voluntarily increasing their donation. These choices are available during the donation process, enabling Users to modify their contribution as they see fit.

6.5. Refunds

All donations made through the Help App are final and non-refundable, except as expressly provided in this Section or as required by applicable law. Donations are legally received by the Fiscal Sponsor, which retains full control and discretion over the administration, disbursement, and potential refund of donated funds. Neither Help nor the Fiscal Sponsor is obligated to issue a refund unless legally required or granted under the conditions outlined below.

Notwithstanding the above, refund requests may be considered under the following conditions:

- **Donations to Help:** If the funds were donated to support Help's operational and administrative activities, the refund request may be reviewed and granted at Help's sole discretion.
- **Donations to Fundraising Campaigns:**
 - If the funds were donated to a specific Fundraising Campaign and have been transferred by Help to Participating Non-Profit Organizations, refund requests shall be reviewed within 60 business days and the decision concerning the refund shall be at the sole discretion of Participating Non-Profit Organizations.
 - If the funds donated to a specific Fundraising Campaign have not yet been transferred to Participating Non-Profit Organizations, refund requests shall be reviewed within 60 business days and the decision concerning the refund shall be at the sole discretion of Help.

To request a refund, the User must submit a written request to Help clearly explaining the circumstances within 30 days of the transaction date.

During the period in which donations are processed under our fiscal sponsorship arrangement, refund requests shall be handled in accordance with the policies and procedures of our Fiscal Sponsor.

Help reserves the right to deny any refund request and does not guarantee approval. Refund determinations made by Help, the Participating Non-Profit Organizations, or our Fiscal Sponsor (as applicable) shall be final.

7. COMPLIANCE

7.1. Help operates under the fiscal sponsorship of PPF, a nonprofit organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. As a fiscally sponsored project, Help relies on the Fiscal Sponsor's legal authority to solicit and receive charitable contributions nationwide, subject to compliance with applicable solicitation laws.

7.2. Donations made through the Help App are legally received by the Fiscal Sponsor and processed under its nationwide charitable solicitation authority. While Help is not yet an independent 501(c)(3) organization, the Fiscal Sponsor's status allows donations to be accepted from donors across the United States, except where explicitly prohibited by law.

7.3. Until Help obtains its own tax-exempt status, all legally binding obligations related to solicitation compliance remain with the Fiscal Sponsor. Help shall not be independently liable for any regulatory or enforcement actions related to solicitation activities, provided such activities are conducted under the Fiscal Sponsor's oversight and in accordance with applicable laws.

8. CONTENT

8.1. Content uploaded by Help

The Content on our App is intended to be a general information resource provided solely on an "AS IS" and "AS AVAILABLE" basis.

8.1.1. Participating Non-Profit Organizations & Fundraising Campaigns Content

The respective Participating Non-Profit Organizations provide information regarding Participating Non-Profit Organizations, including but not limited to their descriptions, activities, photos, and fundraising campaigns.

Participating Non-Profit Organizations are solely responsible for the following:

- a. The accuracy, reliability, and completeness of the information they provide, including descriptions, photos, and other media; and
- b. Providing information about fundraising campaigns, including descriptions of the campaigns, photos, the amounts raised, and the amounts remaining to reach the fundraising target.

Help disclaims any liability for errors, omissions, or inaccuracies in the information provided by Participating Non-Profit Organizations, including but not limited to information regarding their descriptions, activities, photos, or fundraising campaigns.

8.1.2. AI-generated Content

Help may utilize artificial intelligence (“AI”) tools to generate, enhance, or edit content to improve user experience. These purposes may include, but are not limited to, content organization, translation, literacy evaluation, and visual or marketing enhancements.

In instances where AI is used to enhance or edit photographs or images related to fundraising activities, such modifications are solely for the purpose of improving image quality and presentation. Such enhancements do not alter the substantive content, authenticity, or integrity of the original images.

All AI-generated or AI-enhanced content will be subject to the same standards and guidelines as other content on the App.

8.2. User Uploaded Content Moderation

After making donations, Users may post comments (**'User Content'**). By submitting User Content, you represent and warrant that it does not infringe upon any third-party rights, including intellectual property or privacy rights.

Help reserves the right to moderate, monitor, remove, prohibit, restrict, block, suspend, terminate, delete, discontinue, or reject comments and access to comments if they contain or promote any of the following:

- Obscene, defamatory, or violent language, including calls-to-action for attacks on specific individuals or groups.
- Violations of existing laws, regulations, or intellectual property rights.
- Spam, unsolicited messages, or repetitive postings.
- Discriminatory or harassing content based on race, ethnicity, religion, gender, disability, sexual orientation, political beliefs, or any protected class under applicable laws.
- Sexually explicit, suggestive, or pornographic material.
- Links to malicious software, inappropriate sites, or sexually explicit content.
- Cyber-stalking, threats of violence, or incitement of illegal activity.
- Confidential or proprietary information is disclosed without authorization.
- Solicitation of funds, unsolicited business proposals, or advertisements.
- False, misleading, or dishonest statements.
- Support for hate groups, terrorist organizations, or violent campaigns.
- Content related to drug abuse, betting, and gambling;
- Content that may interfere with or compromise law enforcement investigations or public safety.
- Attempts to take over a thread with random or unintelligible posts.

8.3. Reporting

Users may report any content they believe violates these Terms by emailing legal@helpworld.app .

Help will review reported content in a timely manner and, at its sole discretion, take appropriate action, such as removing the content or further investigating it.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE PLATFORM, INCLUDING ALL CONTENT AND FEATURES PROVIDED THROUGH THE APP, IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

HELP MAKES NO GUARANTEES OR WARRANTIES THAT:

- ANY DONATION WILL BE SUCCESSFULLY TRANSFERRED TO A PARTICIPATING NON-PROFIT ORGANIZATION, OR (DURING THE FISCAL SPONSORSHIP PERIOD) TO OUR FISCAL SPONSOR FOR THE PLATFORM’S CHARITABLE PROGRAMS;
- ANY PARTICIPATING NON-PROFIT ORGANIZATION WILL USE THE FUNDS AS PROMISED; OR
- ANY FUNDRAISING CAMPAIGN WILL ACHIEVE ITS STATED GOALS OR PURPOSES.

BY CREATING AN ACCOUNT OR MAKING A DONATION THROUGH THE APP, YOU EXPRESSLY AGREE TO RELEASE HELP — AND, DURING THE FISCAL SPONSORSHIP PERIOD, OUR FISCAL SPONSOR — FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE APP OR ITS FEATURES, INCLUDING LIABILITY FOR NEGLIGENCE, SYSTEM FAILURES, FRAUD, INTENTIONAL MISCONDUCT, OR ANY OTHER TORT.

HELP SHALL NOT BE LIABLE FOR:

- INACCURATE OR INCOMPLETE INFORMATION PROVIDED BY PARTICIPATING NON-PROFIT ORGANIZATIONS, USERS, OR THIRD PARTIES, INCLUDING DETAILS REGARDING FUNDRAISING CAMPAIGNS;
- ANY DAMAGES OR LOSSES RESULTING FROM THE FAILURE OF A PARTICIPATING NON-PROFIT ORGANIZATION OR CAMPAIGN TO MEET YOUR EXPECTATIONS;
- THE LEGITIMACY, ACTIONS, OR INACTIONS OF ANY PARTICIPATING NON-PROFIT ORGANIZATION OR CAMPAIGN; OR
- ANY FEES OR ISSUES ARISING FROM THIRD-PARTY PAYMENT PROCESSING SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HELP’S TOTAL LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT REQUIRED BY LAW. NOTHING IN THESE TERMS SHALL BE CONSTRUED TO EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE WAIVED UNDER APPLICABLE LAW.

BY USING THE HELP APP, YOU ACKNOWLEDGE THAT ALL DONATIONS ARE FINAL AND IRREVERSIBLE, SUBJECT ONLY TO THE LIMITED REFUND POLICY PROVIDED IN THESE

TERMS. YOU ALSO AGREE THAT HELP RESERVES THE RIGHT TO MODIFY, REMOVE, OR TERMINATE ANY CONTENT, FEATURE, OR ACCOUNT THAT VIOLATES THESE TERMS OR APPLICABLE LAWS.

10. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE

In operating the Help App, we may act as a "service provider" as defined under the Digital Millennium Copyright Act (DMCA), offering services as an online platform for hosting materials and links to third-party websites. Consequently, third-party materials we do not own or control may be transmitted, stored, accessed, or otherwise made available through the App.

Help has implemented legally mandated procedures to address allegations of copyright infringement occurring on the App. This includes adopting a policy for removing any infringing content and the potential suspension or termination of any User's account found to have repeatedly infringed on the intellectual property rights of Help or third parties or who has otherwise violated applicable intellectual property laws or these Terms of Use.

If you believe that any material available on the App infringes a copyright, you may notify us in accordance with the notice procedure outlined in the DMCA (17 U.S.C. § 512(c)(2)). Upon receipt of a valid notice of claimed infringement, Help will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures outlined in the DMCA to address the claim between the notifying party and the alleged infringer.

To submit a DMCA notice, please contact our designated agent at Sonja Marija Sherman, Help Polis Inc., 1401 21ST ST STE R SACRAMENTO, CA 9581, sms@helpworld.app

11. MODIFICATION

Help reserves the right to modify these Terms at any time at its sole discretion. Unless otherwise specified, such modifications become effective immediately upon posting. Continued use of the App after modifications constitutes acceptance of the revised Terms. Continued use of the App following any changes or modifications to these Terms of Use constitutes unconditional acceptance of the revised Terms of Use and all terms incorporated by reference. You are responsible for reviewing the Terms of Use as they are amended occasionally. If you disagree with the amended Terms, stop using the App immediately.

12. APPLICABLE LAW

These Terms and any disputes arising therefrom shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

13. MISCELLANEOUS

Section headings in these Terms are provided for convenience only and shall not affect their interpretation.

Each provision of these Terms of Use is severable. If any provision is held to be or becomes illegal, invalid, or unenforceable in any respect under Applicable Law or any other law, mandatory provisions of which apply, then to the extent that it is illegal, invalid, or unenforceable and can be deleted without altering the essence of these Terms of Use, it shall be deemed to be deleted and shall not affect or impair the legality, validity, or enforceability of the other provisions of these Terms of Use. If the invalid, illegal, or unenforceable provision cannot be deleted without altering the essence of these Terms of Use, subject to Clause 11, Help or any competent Arbitral Tribunal may amend or order the amendment of these Terms of Use to remedy such invalidity, illegality, or unenforceability to the extent needed to achieve the intent of the original provision.

Without prejudice to any contrary provisions herein, these Terms of Use, together with the Help [Privacy Policy](#) and all other documents incorporated by reference, constitute the entire agreement between the User and Help and supersede any advertising or marketing material or any statements in the App that are or may be construed contrary to these Terms of Use, as well as any previous negotiations, proposals, understandings, or agreements between the User and Help, express or implied.

These Terms of Use are drafted in English. If any translation of these Terms of Use is made, the terms of the English version will prevail over any inconsistent provision of any translation.