

Terms of Service

Ever Roll Fund

Welcome to the Ever Roll Fund. These Terms of Service (“Terms”) govern your access to and use of the Ever Roll Fund website, content, donation tools, programs, and related services (collectively, the “Services”). The Services are provided by the Ever Roll Fund (“Ever Roll Fund,” “we,” “us,” or “our”), a nonprofit organization.

Please read these Terms carefully. By accessing or using our Services, making a donation, or otherwise interacting with us, you agree to be bound by these Terms and by our Privacy Policy. If you do not agree, please do not use the Services.

1. Acceptance of Terms

By accessing or using the Services, you represent that you are at least 18 years of age, or that you are using the Services with the involvement and consent of a parent or legal guardian, and that you have the legal capacity to enter into these Terms. If you use the Services on behalf of an organization, you represent that you are authorized to bind that organization to these Terms.

2. About the Ever Roll Fund

The Ever Roll Fund is a nonprofit organization organized for charitable purposes. Information provided through the Services about our mission, programs, and activities is for general informational purposes and does not constitute professional, medical, financial, or legal advice. We encourage you to consult an appropriate professional for advice specific to your situation.

3. Donations

We are grateful for your support. The following terms apply to all contributions made through the Services:

- **Voluntary gifts:** All donations are voluntary and are used to support the charitable mission and operations of the Ever Roll Fund.
- **Authorization:** By submitting a donation, you represent that you are authorized to use the payment method provided and that all information you supply is accurate and complete.
- **Processing:** Donations are processed by third-party payment processors. We do not store full payment card numbers on our servers. Your use of those processors is subject to their own terms and privacy policies.
- **Tax receipts:** We will provide an acknowledgment for your records. The Ever Roll Fund does not provide tax advice; please consult a tax professional regarding the deductibility of your contribution.

- **Recurring donations:** If you elect to make a recurring donation, you authorize us to charge your payment method on the schedule you select until you cancel. You may cancel a recurring donation at any time by contacting us at [email].

4. Refund Policy

Donations are generally non-refundable. However, if you believe a donation was made in error or as the result of an unauthorized or duplicate transaction, please contact us at info@everrollfund.org within 30 days of the transaction. We will review each request in good faith and, where appropriate, issue a refund to the original payment method.

5. Use of the Services

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Services in any way that violates any applicable law or regulation
- Impersonate or attempt to impersonate the Ever Roll Fund, our staff, or any other person or entity
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services
- Introduce viruses, malware, or other malicious or harmful code
- Attempt to gain unauthorized access to, interfere with, or disrupt any part of the Services, our servers, or connected systems
- Use any robot, scraper, or other automated means to access the Services without our permission
- Collect or harvest information about other users without their consent

6. User Submissions

If you submit, post, or share any content through the Services — such as comments, stories, testimonials, photographs, or other materials (“Submissions”) — you grant the Ever Roll Fund a non-exclusive, royalty-free, worldwide, perpetual license to use, reproduce, display, and distribute that content in connection with our charitable mission and communications. You represent that you own or have the necessary rights to your Submissions and that they do not violate the rights of any third party. We reserve the right, but not the obligation, to review, edit, or remove any Submission at our discretion.

7. Intellectual Property

The Services and all content provided through them — including text, graphics, logos, images, and the “Ever Roll Fund” name and marks — are the property of the Ever Roll Fund or its licensors and are protected by copyright, trademark, and other intellectual property laws. You may not copy, reproduce, distribute, modify, or create derivative works from our content without our prior written permission, except that you may view and download materials for your own personal, non-commercial use.

8. Third-Party Links and Services

The Services may contain links to third-party websites, tools, or services that we do not own or control. We provide these links for convenience only and are not responsible for the content, policies, or practices of any third party. Your use of third-party websites and services is at your own risk and subject to their respective terms.

9. Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Services will be uninterrupted, secure, error-free, or free of viruses or other harmful components, or that any information provided will be accurate, complete, or current.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EVER ROLL FUND AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, USE, OR GOODWILL, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Our total liability for any claim relating to the Services will not exceed the amount you contributed to the Ever Roll Fund in the twelve (12) months preceding the claim, or one hundred U.S. dollars (\$100), whichever is greater.

11. Indemnification

You agree to indemnify, defend, and hold harmless the Ever Roll Fund and its directors, officers, employees, volunteers, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or in any way connected with your use of the Services, your Submissions, or your violation of these Terms or any applicable law.

12. Changes to the Services

We may modify, suspend, or discontinue any part of the Services at any time, with or without notice. We are not liable to you or any third party for any modification, suspension, or discontinuation of the Services.

13. Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the “Last Updated” date above. Material changes will be communicated through the Services or by other appropriate means. Your continued use of the Services after changes are posted constitutes your acceptance of the updated Terms.

14. Termination

We reserve the right, in our sole discretion, to suspend or terminate your access to the Services at any time, without notice, for any reason, including if we believe you have violated these Terms. Provisions that by their nature should survive termination — including intellectual property, disclaimers, limitation of liability, and indemnification — will survive.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles. You agree that any dispute arising out of or relating to these Terms or the Services will be subject to the exclusive jurisdiction of the state and federal courts located in Lee County, Florida.

16. Severability and Entire Agreement

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect. These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Ever Roll Fund regarding the Services and supersede any prior agreements.

17. Contact Us

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

Ever Roll Fund

11868 Misty Arbor Run, Fort Myers, FL 33913

Email: Kortlund@everrollfund.org

Phone: 305-414-2269

