

WELCOME TO CHANGINGthePRESENT.ORG!

USER AGREEMENT

ChangingThePresent.Org is an internet service that allows its users to learn about opportunities for charitable giving, and to make charitable gifts and donations.

ChangingThePresent.Org is operated by ImportantGifts, Inc., a nonprofit corporation and a donor-advised charitable fund, and ImportantGifts, Inc. offers this internet service to its users pursuant to certain Terms of Use, as described below.

Because ImportantGifts, Inc. is a tax-exempt charitable organization, qualified by the Internal Revenue Service under §501(c)(3) of the Internal Revenue Code, charitable gifts and donations made by the users of ChangingThePresent.Org pursuant to this service are tax deductible to its users who are United States taxpayers.

Users of the ChangingThePresent.Org internet service may make charitable gifts in honor of a special someone, in honor of a special occasion, or simply to help support a favorite cause or charity.

Its users may encourage other users to make charitable gifts for favorite causes or charities, and participate in other social networking services related to charitable giving. Its users may also send greeting cards or token gifts, to accompany the charitable gift, and help express the user's sentiments. Additional services related to charitable giving may be available to its users, and new services for charitable giving will become available to users from time to time.

CONDITIONS OF USE

To use ChangingThePresent.Org, and its affiliated websites and domain names (collectively, the "Website"), and to access its services, you must agree to the terms and conditions of use (the "Terms of Use"). Please read all of the Terms of Use carefully to be sure you agree with them. You will be required to indicate your full agreement with the Terms of Use. By using this Site, you agree to comply with, and abide by the Terms of Use. If you do not agree to the Terms of Use, then you are not authorized to use the Website, and may not register on the site or access certain of the Website's services. ImportantGifts, Inc. may modify or change these Terms of Use from time to time, or at any time. You may again be required to agree to the modified or changed Terms of Use, but you are required to check the Terms of Use regularly, and your use of the Website indicates your agreement with the modified or changed Terms of Use. These Terms of Use also includes guidelines, policies, bulletins and notices attached to these Terms of Use.

PRIVACY

Please review our [Privacy Notice](#), which also governs your visit to the Website, to understand our practices. Among other things, our Privacy Notice provides that your personal information may be collected by us, but we will not sell, transfer or share your personal information with any third parties, including without limitation, any charitable organizations found on our Website, without your consent.

ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. 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.

DONATIONS AND GIFTS BY USERS

Users of the Website may make charitable donations to ImportantGifts, Inc. ImportantGifts, Inc. is a nonprofit organization that is qualified as a tax-exempt charitable organization, by the Internal Revenue Service under §501(c)(3) of the Internal Revenue Code, and operates this website under the domain name "ChangingThePresent.Org" as well as other domain names. ImportantGifts, Inc. will provide receipts to users of all such charitable donations, which can be viewed online and printed by the User, and which are tax deductible to United States taxpayers for the year in which donated. All charitable donations made by users of the Website are irrevocable.

ImportantGifts, Inc. operates as a donor-advised fund, which is a §501(c)(3) charitable organization that collects contributions from donors, including users of the Website, and then distributes these contributions as grants to other §501(c)(3) charitable organizations, in good standing with the IRS, in accordance with the recommendations of the donors. All users of the Website who make donations via the Website, or via substitute methods in lieu of the Website, are deemed donors, and their donations are governed by the Terms of Use, as well as applicable laws, and governmental rules and regulations.

Users of the Website, who make these charitable donations, may recommend that their donations fulfill a specified charitable purpose, are used towards a specified donation opportunity, are given to a specified charitable organization, or used in furtherance of a certain charitable cause. ImportantGifts, Inc. will use all reasonable efforts to comply with the wishes of the donor, in bestowing grants to other §501(c)(3) charitable organizations. In making grants to other §501(c)(3) charitable organizations, and in complying with the wishes of its donors, ImportantGifts, Inc. must, however, comply with certain other legal requirements, such as assuring that all grants are awarded only to bona fide §501(c)(3) charitable organizations, are not awarded to organizations that appear on United States government terrorism watch lists, and are generally used for the purposes solicited on the Website. If ImportantGifts,

Inc. is unable to comply with the wishes of a donor, based on the foregoing requirements, then we will make grants as closely as practicable to the donor's wishes, given our mandates as a donor-advised fund. Grants are generally distributed by ImportantGifts, Inc., in accordance with the wishes of the donor and subject to the conditions provided in this Agreement, by the end of the month following the month of donation, but distribution may be subject to further delays for reasons including without limitation bank errors and credit card company holds or charge-backs. All charitable organizations seeking grants from ImportantGifts, Inc. must comply with our [Grant Policy](#).

Donors may elect that their name and their contact information (to the extent specified by the donor) be provided to the nonprofit organization that is the recipient of the grant; alternatively, donors may elect that such grants are made anonymously. Donors may make donations in honor or recognition of a certain honoree or gift recipient (for example, a donation made to a favorite charitable cause in honor of a gift recipient's special occasion); alternatively, donors may elect that their donations are made to charitable causes without any such honor or recognition.

Donors may also elect to provide donations to ImportantGifts, Inc. itself, or donations to ImportantGifts, Inc. in addition to donations to be granted to other charitable nonprofit organizations. Such donations to ImportantGifts, Inc. itself helps continue the charitable work and mission of ImportantGifts, Inc., to promote charitable gift-giving, and to help further the efficiency and effectiveness of the nonprofit charitable sector. These donations to ImportantGifts, Inc. itself are tax-deductible for United States taxpayers, and may also be made in honor or recognition of a certain honoree or gift recipient, anonymously or with donor specified information.

Donors may also elect that special greeting cards or gift items be sent to the honoree or gift recipient to memorialize their donations, but (unlike the donations themselves) such greeting cards or gift items are not tax-deductible for United States taxpayers. Such greeting cards or gift items are sold and distributed by an independent third party vendor, including without limitation WellGood, LLC. WellGood, LLC is a for-profit business entity, which has been licensed certain rights to provide these additional greeting cards and gift items via the Website by ImportantGifts, Inc. (but only in connection with donations; these greeting cards and gift items may not be purchased through the Website unless these items accompany a donation made through the Website).

The price for such greeting cards or gift items are established by WellGood, LLC, but such price must be commercially reasonable, according to the contractual agreement between ImportantGifts, Inc. and WellGood, LLC. To the extent that ImportantGifts, Inc. collects funds on account of such additional greeting cards and gifts items, for the benefit of WellGood, LLC, such collection shall solely be for the convenience of the parties, including users of the Website, but ImportantGifts, Inc. does not assume, and hereby disclaims, any and all duties, obligations, warranties, or liabilities with respect to such additional greeting cards and gift items. Users of the website shall not be deemed third party beneficiaries of the agreement between WellGood, LLC and ImportantGifts, Inc., and all legal responsibilities and liabilities with respect to such greeting cards and gift items shall solely be the responsibility of WellGood, LLC.

This license of rights to WellGood, LLC to provide greeting cards and gift items, to accompany the charitable donations, has been disclosed to the Internal Revenue Service, and such grant of rights does not affect in any way the tax deductibility of the charitable donations to ImportantGifts, Inc.

All donations are subject to reasonable transaction fees ("Transaction Fees"), in favor of ImportantGifts, Inc. These Transaction Fees cover ImportantGifts, Inc.'s merchant expenses to credit card companies or other financial institutions for processing the Website donation, and certain other processing, overhead and administrative costs. All such Transaction Fees must be "reasonable" based on the requirements of the law, and by the organizational and governing precepts and principles of ImportantGifts, Inc. The Transaction Fees, on all grants, is set forth below. These Transaction Fees may be changed from time to time, or at any time, without notice to users, except for notice as posted in the Terms of Use. Please review our [Transaction Fees](#), which details the current transaction fees with respect to all grants to qualified charitable organizations made from users' donations, to understand our Transaction Fees, practices and policies.

Donors also remain liable and responsible for any fees, charges and expenses of credit card companies and financial institutions, in connection with the processing of Website donations, other than merchant charges from these credit card companies and financial institutions (which are covered by the Transaction Fees). Such other fees, charges and expenses, which donor remains liable and responsible for, may include fees and charges to consumers with respect to their credit or debit cards, and fees and charges in the nature of charge-backs for bank errors, consumer voided or disputed transactions, insufficient or disallowed funds or credit.

FACEBOOK GIFTS

ChangingThePresent's application on facebook™ allows you to make a tax-deductible charitable donation as described above in the section, DONATIONS AND GIFTS BY USERS. You can make these donations in the name of facebook friends (each, a "Recipient"), and such a donation in a friend's name is referred to as a "Donation Gift."

Generally, the Recipient will receive electronic notification of your Donation Gift, which notification will include your name, a description of and an image representing the donation you made, and a message from you. The image will appear on the recipient's profile page. The length of time the image will remain posted on the recipient's profile (unless hidden or deleted by the recipient) will be determined by ChangingThePresent in its sole discretion and may be further determined by facebook™.

Since this is an application within facebook, we rely on facebook™ to send notifications to gift recipients and to display the images and messages (collectively, "Announcements"). Also, spam filters can prevent email messages announcing gifts from arriving. Therefore, we can not guarantee that Announcements will appear as expected or at all. The entire amount of your payment is a non-refundable tax deductible contribution and you are not paying for the Announcements. Therefore, failure of Announcements to appear is not cause for a refund, and all donations are non-refundable.

The images and other content included as part of the Donation Gift is part of the Site Content and is subject to all terms and conditions regarding such Site Content as are set forth in the facebook Terms of Use and this ChangingThePresent User Agreement. In addition, any message that you include with the Donation Gift must comply with all terms and conditions regarding User Content and User Conduct as set forth in the facebook Terms of Use and this ChangingThePresent User Agreement. Without limiting any of the foregoing, the Donation Gift Announcements are a service (notwithstanding any use of the terms "purchase," "buy," "sell," "order," "give," "gift" or the like on the Site or in this User Agreement), and neither you nor your recipient obtains or retains any rights or ownership interest of any kind in or to any Donation Gift or image you send or receive through ChangingThePresent, and neither you nor the recipient may reproduce, distribute, transfer, modify or otherwise use the images in any manner other than as expressly authorized by ChangingThePresent and facebook™. All use of ChangingThePresent service is for your personal, non-commercial charitable use only.

INTELLECTUAL PROPERTY

All content included on the Website together with all processes of this Website, including without limitation all trademarks (including without limitation ChangingThePresent), trade names, trade dress, service marks, slogans, logos, images, likenesses, text, graphics, copy, copyrights, button icons, images, audio clips, digital downloads, data compilations, methodologies, patents, and software algorithms, support data, source codes and algorithm techniques, procedures and protocols, trade secrets, and other intellectual property rights (collectively, "Intellectual Property"), whether such Intellectual Property exists by statute, common law or by contract (including these Terms of Use, which is acknowledged and agreed to be a binding contract), and whether or not such Intellectual Property is or is not registered or is or is not derivative in nature, is and remains the property (as owner, licensee or otherwise) of ImportantGifts, Inc. and its affiliates, or their licensors, software or content suppliers (including without limitation the featured charitable nonprofit organizations), or their agents, and is protected by law, including without limitation United States and international copyright and trademark laws.

Website users or any other persons or entities may not use, utilize or appropriate, in any manner, any such Intellectual Property, for any purpose, for any time period, without the express written consent of ImportantGifts, Inc. (or in the case of Intellectual Property of others featured on the Website, such as the featured charitable nonprofit organizations, the express written consent of such other applicable party), which consent may be withheld or conditioned by ImportantGifts, Inc. (or such other applicable party) at its sole discretion. Uses of our Intellectual Property (or such other applicable party, including without limitation featured charitable nonprofit organizations), including without limitation trademarks, trade names and trade dress in any manner which disparages, discredits, or defames ImportantGifts, Inc. (or such other applicable party), or are likely to cause confusion among users of the Website, are especially discouraged, disfavored and prohibited.

Please review our [Intellectual Property Notice](#), which also governs your visit to the Website, to understand the reservation of Intellectual Property in favor of ImportantGifts, Inc.

Certain Intellectual Property used on our Website remains the property of their respective owners, including without limitation the nonprofit and charitable organizations that are featured on our Website, or other content providers, and such owners may not be affiliated with, connected to or sponsored by ImportantGifts, Inc. or its affiliates. Accordingly, any and all uses of Intellectual Property appearing on the Website are prohibited, unless specifically authorized by ImportantGifts, Inc. in writing (including specifically by the terms and conditions of the Terms of Use).

ImportantGifts, Inc. further disclaims any liability or responsibility for Intellectual Property (or other content) provided by others on the Website, including without limitation the nonprofit and charitable organizations that are featured on our Website, users, or other content providers.

LICENSE AND SITE ACCESS

ImportantGifts, Inc. grants you a limited license to access and make personal use of this Website and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of ImportantGifts, Inc. To the extent that the Website specifically permits downloading, or to the extent that the Website specifically allows other personal uses of this Website or any portion thereof, then no further consent of ImportantGifts, Inc. for the specific downloading or other uses is required, provided however, that all such uses are personal to the user, and not for redistribution or republication or display.

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Any unauthorized use terminates the permission or license granted by ImportantGifts, Inc.

ImportantGifts, Inc. expressly reserves the sole right and sole prerogative to restrict, suspend, or terminate your access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to this Website so long as the link does not portray ImportantGifts, Inc., its affiliates, or their products or services in a false, misleading, derogatory, disparaging, discrediting, defamatory or otherwise offensive matter. You may not use any ImportantGifts, Inc. logo or other proprietary graphic or trademark as part of the link without express written permission.

Any consent requested of ImportantGifts, Inc. may be withheld, conditioned, delayed or revoked at our sole discretion.

All references to the trademarks, trade names, logos, images, text, page layouts or forms of ImportantGifts, Inc. or its Website shall specifically include ChangingThePresent and the ChangingThePresent.org website.

THIRD PARTY WEBSITES

This Website may provide links to other websites that are not maintained by ImportantGifts, Inc. These links are provided only as a convenience to users. ImportantGifts, Inc. is not responsible for the content, products, services or policies or activities of those websites. The inclusion of any link to any such website does not imply endorsement by ImportantGifts, Inc. of such website.

YOUR ACCOUNT

You must register on the Website and open a user account to be able to make make donations, and to use certain other features on the Website. You are responsible for maintaining the confidentiality of your password and other information associated with your account and for all activity under your account, and for restricting access to your computer, your password and your account. Please notify ImportantGifts, Inc. immediately if you suspect or have become aware that anyone may have gained unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password.

ImportantGifts, Inc. does offer its charitable donation opportunities and associated products and services for children, but it sells them to adults, who can purchase them for children provided they have the capacity to act on the child's behalf as a parent, guardian or other authorized legal representative or custodian. If you are under 18, you may use the Website only with involvement of a parent or guardian.

ImportantGifts, Inc. and its affiliates reserve the right to terminate accounts, remove or edit content, cancel donations or associated purchases, or otherwise refuse Website service or access, in their sole discretion.

COMMENTS, COMMUNICATIONS, AND CONTENT

To the extent provided as goods and services offered by the Website (but only to such extent, and ImportantGifts, Inc. specifically reserves the right to add or delete such goods and services offered), users may (a) post reviews, comments, and other content, (b) send e-cards, emails, electronic messages, greeting cards and other communications including to third party honorees of donation gifts, and (c) submit suggestions, ideas, comments, questions, or other information, so long as, in each case, the content is not illegal, tortious, obscene, lewd, threatening, defamatory, violent, harassing, sexually explicit, invasive of privacy, infringing of intellectual property rights, false, misleading, misrepresentative, commercially-oriented, or otherwise injurious to third parties or otherwise objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" (all such forms of prohibited content being collectively described as "Prohibited Content").

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to your identity on the Website, or in the origin of a donation gift, greeting card or other content posted on the Website or created or modified through the Website (all such forms of prohibited user identification being collectively described as "Prohibited Identification"). For certain purposes, you may however choose to remain anonymous or utilize a pseudonym, provided that your pseudonym does not create the impression that you are some other actual person (and further provided that your pseudonym does not violate the Intellectual Property of another person or entity, as would or might be the case in the use of fictionalized characters as pseudonyms). ImportantGifts, Inc. reserves the right (but not the obligation) to remove or edit such content, seek legal remedies for any such Prohibited Content or Prohibited Identification, or notify law enforcement personnel of any such Prohibited Content or Prohibited Identification. ImportantGifts, Inc. disclaims any obligation to regularly review posted content or posted user identification.

To the extent that users violate the foregoing prohibitions against user-generated content and/or user identification, ImportantGifts, Inc. expressly disclaims any and all liabilities or responsibilities with respect to such user-generated content or user-generated identification, and users specifically agree that ImportantGifts, Inc. shall bear no liability or responsibility for any Prohibited Content or Prohibited Identification.

ImportantGifts, Inc. also expressly reserves the sole right and sole prerogative to reject, refuse to post, delete or remove any user-generated content or posting by you (including without limitation Prohibited Content or Prohibited Identification), or to restrict, suspend, or terminate your access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability.

ImportantGifts, Inc. welcomes user input regarding the abuse of user-generated content, and violations of the foregoing prohibitions by users, as additional means of assuring the benefits of the Website to all users. ImportantGifts, Inc. may, at any time in the future, place additional restrictions on user-generated

content, or otherwise modify these Terms of Use at its sole discretion, to prevent abuses of user-generated content.

If you do post content or submit material, and unless we indicate otherwise (including the limitations on our use of your posted content and submitted materials, which follows this sentence), you grant ImportantGifts, Inc. and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and further, you grant ImportantGifts, Inc. and its affiliates and sub-licensees the right to use the name that you submit in connection with such content, if they choose. Notwithstanding the foregoing, ImportantGifts, Inc. does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials that you post to the Website, and after posting such content to the Website (collectively, "Your Content"), you continue to retain all ownership rights in Your Content.

By displaying or publishing Your Content on or through the Website, you hereby grant to ImportantGifts, Inc. a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute Your Content solely on and through the Website, or such third party promotional, public relations and advertising materials and media as ImportantGifts, Inc. utilizes with respect to the Website.

You represent and warrant that you own or otherwise control all of the rights to Your Content (including, for this context, any pseudonym you utilize, which shall be deemed content); that Your Content is accurate; that use of Your Content does not violate this policy and will not cause injury to any person or entity; and that you will indemnify and hold ImportantGifts, Inc. or its affiliates harmless from and against all claims, losses, liabilities, legal proceeding, damages, costs and expenses (including without limitation reasonable attorneys' fees and disbursements) resulting from Your Content. In furtherance of the foregoing, by posting Your Content, you represent and warrant that: (i) you own Your Content or otherwise have the right to grant a license for ImportantGifts, Inc. to utilize Your Content, and (ii) the posting of Your Content on or through the Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Your Content being posted by you to or through the Website (or apart from the Website in any materials and media as otherwise specifically provided herein).

ImportantGifts, Inc. has the right but not the obligation to monitor and edit or remove any activity or content. ImportantGifts, Inc. takes no responsibility and assumes no liability for any content posted by you or any third party, regardless of whether such content is or is not Prohibited Content or Prohibited Identification.

COPYRIGHT COMPLAINTS

ImportantGifts, Inc. and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our [Notice and Procedure for Making Claims of Copyright Infringement](#).

RISK OF LOSS

If your use of the Website includes purchases of greeting cards or gifts that are provided through WellGood, LLC, a for-profit licensee of ImportantGifts, Inc., which has no affiliation with ImportantGifts, Inc., then your remedies for any risk of loss to such purchased goods runs through WellGood, LLC, at the address posted on the Website (and below, in these Terms of Use).

Further, WellGood, LLC may utilize a carrier to ship such purchased goods. The risk of loss and title to these goods will pass to you upon WellGood, LLC's delivery to this carrier. WellGood, LLC will advise users of the carrier provided, which may change from time to time, or at any time.

Users are solely responsible for the accuracy of shipping information with respect to delivery of greeting cards, gifts and other products memorializing such donation gifts. Users shall bear all risk of loss, and additional costs associated with inaccurate shipping information.

DONATIONS AND PRODUCTS: DESCRIPTIONS AND PRICING

ImportantGifts, Inc. and its affiliates attempt to be as accurate as possible in its description and pricing of donation opportunities and greeting cards, gifts and other products memorializing such donation gifts. However, ImportantGifts, Inc. does not warrant that product descriptions or pricing, or other content of this site is accurate, complete, reliable, current, or free of errors, and ImportantGifts, Inc. relies on the nonprofit organizations submitting donation opportunities and the businesses providing other goods or services.

All donations made are irrevocable when made. However, if a product offered by ImportantGifts, Inc. or its affiliates, or WellGood, LLC or its affiliates, is itself is not as described, or mispriced, your sole remedy is to return it in unused condition.

ImportantGifts, Inc. welcomes user input regarding the accuracy of all such descriptions and pricing, as additional means of assuring the accuracy of donation opportunities and products memorializing such donation gifts.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE IS PROVIDED BY IMPORTANTGIFTS, INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. IMPORTANTGIFTS, INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, IMPORTANTGIFTS, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IMPORTANTGIFTS, INC. DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM IMPORTANTGIFTS, INC. ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IMPORTANTGIFTS, INC. WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

APPLICABLE LAW

By visiting ImportantGifts, Inc., you agree that the laws of the state of New York, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and ImportantGifts, Inc. or its affiliates.

STATE NOTICES REGARDING CHARITABLE SOLICITATION

Certain States may require specific notices regarding charitable solicitation in their States. ImportantGifts, Inc. is not presently soliciting in any particular State, except through this Website. Notwithstanding the foregoing, ImportantGifts, Inc. is presently filing for state-by-state charitable registration, and will be posting applicable State notices at the conclusion of its filing procedures. ImportantGifts, Inc. intends to comply with the requirements of each State, to the extent not preempted by Federal law.

DISPUTES

USERS SHOULD NOTE THE FOLLOWING PROVISION, WHICH CONTAINS A BINDING ARBITRATION PROCEDURE, AND SELECTION OF FORUM AND VENUE, AMONG OTHER PROVISIONS.

Any dispute relating in any way to your visit to ImportantGifts, Inc. or to products you purchase through ImportantGifts, Inc. shall be submitted to confidential arbitration in Orange County, New York, or, at our election, New York, New York, except that, to the extent you have in any manner violated or threatened to violate ImportantGifts, Inc.'s intellectual property rights, ImportantGifts, Inc. may seek injunctive or other appropriate relief in any state or federal court in the state of New York, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on this site. These policies also govern your visit to the Website. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

NO WAIVER

ImportantGift, Inc.'s failure to enforce the Terms of Use, or any portion of such Terms of Use, in every instance in which they might apply is not a waiver of any of ImportantGift Inc.'s rights, and ImportantGift, Inc. reserves its right to take all legal steps available to enforce these Terms of Use.

OUR ADDRESSES

ImportantGifts, Inc.
Attention: Counsel's Office, Spiegel Legal, LLC
148 North Main Street
Florida, New York 10921

WellGood, LLC
200 Park Avenue South, Suite #1406
New York, New York 10003

OUR POLICIES

Each of these policies can be accessed from this User Agreement, and each of these policies are incorporated by reference herein so that by agreeing to the Terms of Use, you hereby agree to the following policies:

- * PRIVACY POLICY
- * GRANT POLICY
- * STATEMENT OF TRANSACTION FEES
- * INTELLECTUAL PROPERTY NOTICE
- * NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT PROCEDURE

PRIVACY POLICY

ImportantGifts, Inc. takes your privacy seriously. Please read the following to learn more about our privacy policy.

What This Privacy Policy Covers

This policy covers how ImportantGifts, Inc. treats personal information that ImportantGifts, Inc. collects and receives, including information related to your past use of ImportantGifts, Inc. products and services. Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available.

This policy does not apply to the practices of companies or organizations that ImportantGifts, Inc. does not own or control, or to people that ImportantGifts, Inc. does not employ or manage. This policy does, however, apply to WellGood, LLC, which performs certain services for the Website, and which sells greeting cards and other gift items that may be purchased to memorialize a donation made through the Website.

In addition, should you consent to release your personal information to any third party, including the nonprofit organizations that receive grants in your name, the privacy policy of ImportantGifts, Inc. will not apply; such third parties, including grant nonprofit organizations, have their own privacy policies.

ImportantGifts, Inc. does not currently participate in the Safe Harbor program developed by the U.S. Department of Commerce and the European Union, but ImportantGifts, Inc. may participate in such program in the future.

Information Collection and Use

ImportantGifts, Inc. may collect personal information when you register with ImportantGifts, Inc., when you make a donation or purchase any of the ImportantGifts, Inc. (or WellGood, LLC) products or services, or when you visit Website pages or the pages of certain ImportantGifts, Inc. partners or affiliates. ImportantGifts, Inc. may combine information about you that we have with information we obtain from other nonprofit organizations, or from WellGood, LLC, which administers certain aspects of the Website.

When you register with ImportantGifts, Inc. we ask for certain personal information about you. Accordingly, once you register with ImportantGifts, Inc. and log in to our services, you are not anonymous to us.

ImportantGifts, Inc. may collect information about your charitable donations, favored causes or charities, favored donation items, and greeting card or gift preferences. This list of personal information that may be collected about you on the Website is by no means exclusive..

ImportantGifts, Inc. may also automatically receive and record information on our server logs from your browser, including your IP address, cookie information and requested page information.

How Secure Is Information About Me?

ImportantGifts, Inc. uses any collected personal information for the following general purposes: to help customize content you see, fulfill your requests for products and services, improve our services, contact you, conduct research. ImportantGifts, Inc. may also use this information, on an anonymous reporting basis, for the benefit of other charitable organizations or governmental agencies.

Children will not have access to the Website, without parental permission. Once such parental permission is received, then information will be collected on the same basis as adults.

ImportantGifts, Inc. does not rent, sell, or share personal information about you with other people, companies or other nonprofit organizations, unless you specifically provide your permission to ImportantGifts, Inc.

Notwithstanding the foregoing, ImportantGifts, Inc. will respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims. We also believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of ImportantGifts, Inc.'s terms of use, or as otherwise required by law.

We may transfer information about you if ImportantGifts, Inc. is merged with another nonprofit organization. In this event, ImportantGifts, Inc. will notify you before information about you is transferred and becomes subject to a different privacy policy.

ImportantGifts, Inc. may set and access ImportantGifts, Inc. cookies on your computer.

ImportantGifts, Inc. desires to protect the security of your information during transmission, and utilize SSL software designed specifically for that purpose. ImportantGifts, Inc. also desires to protect credit card information stored on file, and we utilize a 128-bit security certificate for all credit card payments.

It is also important for you to protect against unauthorized access to your password and to your computer.

You can delete your ImportantGifts, Inc. account upon written request.

Changes to this Privacy Policy

ImportantGifts, Inc. may update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your ImportantGifts, Inc. account or by placing a prominent notice on our Website.

If you have questions or suggestions, contact us at:

ImportantGifts, Inc.
Legal Department, Spiegel Legal, LLC
148 North Main Street
Florida, NY 10921

Effective Date: December 11, 2006

GRANT POLICY

1. No grant may confer an impermissible benefit on a donor or other third party. Impermissible benefits include without limitation school tuition or scholarships sent directly to individuals, certain dues, membership fees, admission to charitable or other events, goods bought at charitable auctions, any pledges to support a personal obligation, or any other non-charitable purpose.
2. No grant may be made for lobbying, for political contributions, or to support political campaign activities.
3. No grant may be made for improper purposes, such as where charitable activities are disingenuous, or not as described to the public or to potential donors.
4. No grant may be made where the donor and related persons control the organization.
5. No grant may be made where the organization fails to meet adequate "public support" qualifications.
6. No grant may be made to any organization appearing on United States government terrorism watch lists.
7. All grants must be made to a §501(c)(3) nonprofit organization, duly qualified by the Internal Revenue Service, and maintained in good standing under such qualification tests.

STATEMENT OF TRANSACTION FEES

The initial transaction fee, as of December 11, 2006, is 3% of the amount of the donation, as collected, plus thirty cents (30¢) per donation item.

All transaction fees, even if changed, are required to be reasonable based upon our corporate organizational documents and charter, and other relevant legal requirements.

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Links to web sites other than this Website are offered as a service to our users. ImportantGifts, Inc. is not responsible for their content.

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An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- * A description of the copyrighted work that you claim has been infringed upon;
- * A description of where the material that you claim is infringing is located on the Website;
- * Your address, telephone number, and e-mail address;
- * A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- * A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

ImportantGifts, Inc.'s copyright agent for notice of claims of copyright infringement on its Website can be reached as follows:

Copyright Agent
ImportantGifts, Inc.
Legal Department, Spiegel Legal, LLC
148 North Main Street
Florida, NY 10921